



INVEST UP

4th floor, Block A PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226010, Tel.: (0522) 2720233/235
Email : info@investup.org.in | Website: <http://www.invest.up.gov.in>

REQUEST FOR PROPOSAL

FOR "SELECTION OF PUBLIC RELATIONS (PR) & CREATIVE AGENCY
FOR BRANDING & PROMOTION OF UTTAR PRADESH".

The details of RFP are available on Portal (website) <https://etender.up.nic.in> from **05th July, 2023**.

A Pre-Bid meeting on hybrid-mode shall be organized **11.07.2023** at **3:00 pm**.

Closing date/time of submission of Pre-Bid Queries shall be **10.07.2023** upto **05:00 p.m.**

Closing date/time of submission of e-bids shall be **31.07.2023** upto **11:00 a.m.**

Issuer,
Nodal Officer, Invest UP

8x6=48

No - Invest UP/18940 | PR & Creative Agency | 2023-24
Dated - 05/ July 2023



NOTICE INVITING TENDER

Selection of Public Relations (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh

Invest UP, a Nodal Agency of Government of U.P. for Investment Promotion under the Department of Industrial Development, Government of U.P. invites e-Bids from credible "Public Relations (PR) & Creative Agency" of National & International repute, for Branding & Promotion of Uttar Pradesh.

The details of submission of e-Bids are available in the RFP document available at the e-Tender portal (<https://etender.up.nic.in>) and Invest UP's website (<https://invest.up.gov.in/>).

Invest UP reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

Issuing Authority-


Coordinator (SKS)
Invest UP

Dated : 05th July, 2023

4th Floor, A-Block, PICUP Bhawan, Vibhuti Khand
Gomti Nagar, Lucknow-226 010 (U.P.)
E-mail : info@investup.org.in
Website : <http://www.invest.up.gov.in>
Phone : (0522)-2720236, 2720238

INVEST UP
(Investment Promotion & Facilitation
Agency of Govt. of Uttar Pradesh)



RFP Document

for

Selection of Public Relations (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh

05th July 2023

Invest UP

***A Nodal Agency of Government of U.P. for Investment
Promotion under Department of Industrial Development,
Government of Uttar Pradesh***

4th Floor, Block – A, PICUP Bhawan, Vibhuti Khand,

Gomti Nagar, Lucknow – 226 010 (U.P.)

Tel: 0522-2720236, 2720238

E-mail: info@investup.org.in

Website: www.invest.up.gov.in

e-Tender Portal: <https://e-Tender.up.nic.in>

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Issuing Authority-

Coordinator (SKS)
Invest UP,
4th Floor, Block-A, PICUP Bhawan,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010 (U.P.)

Dated : 05th July, 2023

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by Invest UP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the "**Proposal**").

This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest UP in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Invest UP, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

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

Invest UP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. Invest UP may in its absolute discretion, but without being under

any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that Invest UP is bound to select a Bidder or to appoint the Selected Bidder or Public Relations (PR) & Creative Agency, as the case may be, for the Assignment and Invest UP reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

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

INSTRUCTIONS FOR E-TENDERING

The bidding process for this RFP will be completed online through e-Tender portal. The RFP document can be downloaded free of cost from the e-Tender portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise even before e-Bid submission date starts.

The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal.

It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size. Along with the bids, the cost of RFP document and the EMD has to be paid through NEFT or RTGS before the bid submission end date. The e-bids will be opened at:

Meeting Room - Invest UP

4th Floor, Block - A, PICUP Bhawan, Vibhuti Khand
Gomti Nagar, Lucknow-226010 (U.P.)

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SECTION 1: SCHEDULE OF BIDDING PROCESS

Invest UP would endeavor to adhere to the following schedule during the Bidding Process:

S. No	Description	Date
1.	Date of Publication of e-Tender Notice and e-Tender document on e-Tender Portal https://etender.up.nic.in	05 th July 2023
2.	Receipt of pre-bid queries	10 th July 2023 before 5 pm
3.	Pre-bid Meeting (Hybrid Mode)	11 th July 2023 at 3 pm At Meeting Room – Invest UP 4 th Floor, Block-A , PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.)
	Zoom Link	Meeting ID: 880 6042 5048 Passcode: IUP@123
4.	Issue of corrigendum, if any	13 th July 2023
5.	Bid Submission Start Date	13 th July 2023
6.	Proposal Due Date (Bid Submission Closing Date)	31 st July 2023 at 9 am
7.	Opening of Technical e-Bids	31 st July 2023 at 11 am At Meeting Room – Invest UP 4 th Floor, Block-A , PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.)
8.	Technical Presentation	31 st July 2023 at 3 pm At Meeting Room – Invest UP 4 th Floor, Block-A , PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.)
9.	Financial Bid Opening	To be intimated separately to bidders.

Pre-bid queries should be submitted at info@investup.org.in with subject: Pre-bid Queries for Selection of Public Relations (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh.

SECTION 2: TERMS OF REFERENCE

2.1 About Invest UP

Invest UP, is an organization of the State Government of Uttar Pradesh dedicated towards promoting and facilitating investment in the state, besides solving various problems of existing & up-coming industries. As State's Investment Promotion and Facilitation Agency, Invest UP aims at attracting investment in the state through proactive contribution in policy formulation for rapid development of industries and infrastructure, in the State. The organization facilitates resolution of problems of prospective and existing entrepreneurs by providing them advisory services and taking up their issues at the appropriate level in the Government of Uttar Pradesh and other public bodies, institutions and organizations. Invest UP functions with transparency and swift responsiveness and serves its clients with a friendly and courteous approach.

2.2 Objective of the Assignment

In order to materialize the goal of Investment promotion, Invest UP intends to undertake National and International Campaigns, and publicize the initiatives of the Government of Uttar Pradesh. The prime objectives of the proposed campaign can be listed as:

- **Reinforce UP's advantages/strengths/value proposition** based on hard facts and data to appeal to investors' rationale.
- **Make investors aware of recent policy reforms/new initiatives** to improve the business climate.
- **Clarify investor myths and misperceptions about Uttar Pradesh** and improve state's image as an investment destination.
- **Create visibility and demonstrate pro-activeness**, & seriousness of State's leadership to investment attraction.
- **Information dissemination and Investor outreach** for target potential sectors and publicize emerging platforms for investment proposals.

Invest UP would like its campaigns to be attractive, eye-catching and contain focused creatives that effectively portray the investment potentials and opportunities in Uttar Pradesh, to investors in International and National arena. Being the Nodal Agency responsible for investment promotion in Uttar Pradesh, Invest UP invites proposal from experienced agencies to design campaigns for investment promotion.

The Selected Bidder who shall be a company incorporated/registered under the Companies Act, 1956/2013 will be responsible for designing an integrated campaign which would include design of a logo, tagline and an overarching theme for media publicity of Uttar Pradesh. The Agency will also facilitate designing of

artworks and creatives, development of media assets like TVCs, short films, print ads, billboard ads and posters, radio jingles, and other marketing collaterals (brochures, booklets, posters, etc.). Selected Bidder has to carry out the assignment in accordance with the provisions of the Scope of work and the work order (the “Work Order”) to be issued by Invest UP.

The statements and explanations contained in this RFP Document are intended to provide a proper understanding to the Bidders about the subject matter of this RFP Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Terms of Reference or Invest UP’s rights to amend, alter, change, supplement or clarify the scope of work, the right to be awarded pursuant to this RFP document or the terms thereof or herein contained. Instructions to Bidders are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Invest UP.

2.3 Target Audience

The target audience for the promotional activities undertaken through his engagement would be primarily fall under the following segments:

- **Businesses:** MNCs (domestic and foreign), Banking and Financial service industry, Focus sector businesses, notable Industrialists, industry associations, etc.
- **Government:** Embassies and missions abroad, visiting delegations etc.
- **Citizens:** Citizens of Uttar Pradesh in particular and the country in general.
- **Media and influencers:** Editorial staff and senior journalists, publishing houses and agencies providing information on the State.
- **Others:** Students, Academia, Civil Society Organizations (CSOs) and Non-Governmental Organizations (NGOs).

The selected agency would be required to design the campaign ideas keeping in view the target audience; it may also be required to design campaigns specifically for a select segment of target audience.

2.4 Scope of work

The Scope of Work does not involve printing of any material. All the costs related with printing would be borne by Invest UP. The agency would be required to co-ordinate with the printer designated/approved by Invest UP to produce the promotional and other material as covered under the Contract.

Media buying, where not specifically mentioned in this RFP is also not part of the scope of the tender and Invest UP will directly release the work orders for all types of media as deemed fit. However, the agency, when asked for, may facilitate

in having best rates obtained in the benefit of the campaign. After the media releases (work orders) directly given by Invest UP, the agency would also be involved in coordinating for the delivery of material to the media house in the most suitable format, liaison with media for good position, media monitoring and post campaign analysis for all the campaigns.

The quantity and timelines mentioned for the deliverables in the scope of work is tentative and may vary as per the requirement of Invest UP. In case the quantity of any deliverable as mentioned in the RFP (except designs, event support, etc. for which the agency will have to provide service on a retainership basis) varies, additional payment in case of increase in quantity and payment deduction in case of reduction in quantity will be made as per the item rates quoted by the agency.

The detailed scope of work is as under:

2.4.1 Positioning Theme and Implementation Strategy

- (i) The selected agency in consultation with Invest UP will have to propose a positioning theme for Uttar Pradesh based on the strengths of the state, key opportunities, the policy direction, previous branding and the future aspirations of the state. The positioning theme which will be reflected across all the activities of Invest UP will have to be segregated activity wise into short term (3-6 months), medium term (10-12 months) and long term (18-24 months) with clearly laid out objectives and KPIs.
- (ii) The selected agency will have to prepare a detailed implementation strategy (with timelines and clearly laid out deliverables) to achieve the finalized positioning theme along with the budget requirement for one year. This will include the branding as well as Media & Communication Plan.

Key Deliverables:

- (i) Report on positioning theme and detailed implementation strategy within 15 days of accepting the award along with the detailed budget estimates for implementation.

2.4.2 Branding

- (i) The selected agency will have to prepare a branding strategy to achieve the proposed positioning of the state.
- (ii) Identification of prospective brand ambassadors/brand advocates in consultation with Invest UP and designing the campaign plan. The selected agency will have to manage all activities related to this task. Payments for the onboarding and campaign execution will be borne by Invest UP.

- (iii) Develop a brand style guide to ensure consistent visual presentation of the brand:
 - a. Color palette (primary and secondary colors)
 - b. Typography system
 - c. Imagery guidelines
 - d. Tagline and usage
 - e. Logo - Casual logo, Transparent logo to use on both light and dark colored backgrounds, 2-color logo, grayscale logo, engraved logo
- (iv) Templates for common needs to include, but not limited to:
 - a. Letterhead
 - b. Web page layout
 - c. Report covers
 - d. Brochures
 - e. Marketing folder design
 - f. Newsletter/ e-newsletter
 - g. Email Signatures

Key Deliverables:

- (i) Branding strategy which can be part of positioning theme report
- (ii) Recommendations along with a suggestive list of at least possible 10 brand ambassadors
- (iii) Visual brand style guide
- (iv) Templates

2.4.3 Detailed Media Plan, Communication Strategy & Associated Designing and Creative Activities:

The selected agency will be required to plan and design a detailed strategy to carryout different promotional activities covering all mediums to achieve the intended positioning of the state. The selected agency will be required to suggest a blend of all promotional mediums for effective and sustainable marketing campaigns in this strategy. This strategy document will be a live document, which may get updated post each campaign basis the impact assessment results. The selected agency will be required to seek approval from Invest UP before executing the propositions made as part of this strategy document. The selected agency will also coordinate the implementation of the proposed strategy with Invest UP Team or as directed by Invest UP. All communication/promotional content will have to be created either in English and/or in Hindi.

The selected agency needs to also prepare a weekly, monthly and yearly communication strategy for media and work on National and Local Media relationship. The agency will need to develop campaigns – conception

(with frequency, placement, etc., if applicable), information architecture, creative design, copywriting, graphical design, resizing and final mechanicals for Udyog Bandhu in the following categories:

(i) Print

- The selected agency will be required to conceptualize and develop creative for print medium in English and Hindi.
- The creatives prepared by the agency should be ready to release version for publishing in newspapers/ magazines.
- The selected agency will be required to carry out the digital artwork/ infographic designing/ graphic designing/ image work (high resolution images) in the required sizes as per the agreed print media plan.
- The selected agency will have to provide all required art and design work for developing the creatives.

The creative output from selected agency for print medium would include, but not limiting to:

- a. **Advertorials:** Conceptualization, designing and all associated activities to provide print ready Strip Ads, Quarter Page Ads, Half Page Ads, Full Page Ads as per requirement & media plan.
- b. **Newsletters:** The selected agency will have to design, prepare and generate content for newsletters – both print version as well as electronic version along with all associated activities once every 6 months. The newsletter will be published quarterly and will include, but not limited to, recent initiatives of Government of Uttar Pradesh, testimonials, achievements, success stories, etc. The agency will also be responsible for generating content for newsletter as well as circulation and promotion of newsletter as approved by Invest UP.
- c. **Articles:** Distinguished personalities and experts from different domains such as media, politics, science & technology, industry, academia, etc. may be invited to write articles regarding on-going discussions/activities on the industrial, infrastructure and economic development front of Uttar Pradesh. At least 24 such articles in national magazines of repute (out of which minimum 12 articles should be in business magazines) and 12 articles (out of which minimum 6 articles should be in business magazines) in international magazines of repute will be targeted, however it may vary as per requirement and media plan.
- d. **Op-eds:** The selected agency will be responsible for bringing influential and noted writers to seed op-eds about the activities (existing and upcoming) and other issues of importance for

industrial and economic development of Uttar Pradesh. The selected agency is required to support for at least 18 op-eds in a span of one year from 10 well known writers in National Dailies. However, the number may vary as per requirement and media plan.

- e. **Develop a Crisis Response Methodology:** The selected agency needs to build a crisis response system for digital, print and electronic media which will include the following stages:

1. Crisis Preparedness
2. Crisis Response
3. Crisis Recovery

The selected agency will have to present the strategy in detail and deploy necessary manpower.

(ii) Radio

The selected agency will be responsible for conceptualizing, creating and media planning and spot buying support in the release of radio jingles and theme songs. The agency will be required to create and deliver the final script, negotiate with radio channels for spot buying, production and further support its release in radio channels on approval of Invest UP. The agency will undertake management of all talent and music contracts, including licensing, holding fees and residual payments, if any. The radio campaigns will be in form as under, but not limiting to:

- a. **Radio Spot:** The selected agency will be required to make creative for the 8 Radio spots of 40 seconds in the form of Script, Messages, Lyrics, Jingle, etc. along with its production. The agency shall prepare a comprehensive media plan including all coordination for airing of the spots on popular Radio Channels on approval of Invest UP.
- b. **RJ Mentions:** The selected agency will be responsible for creating creatives for RJ mentions. The selected agency shall be end-to-end responsible for this scope of activity including creatives for scripts, media planning, discussions with radio channels and radio shows for RJ mentions, etc. in pursuant to the approval provided by Invest UP on the media plan.

(iii) Television

The selected agency will be responsible for conceptualizing, testing, research, creating, and media planning & buying support (if required) in the production cum release of the components of TV campaign as

given below. The selected agency shall be responsible to provide support in releasing the TVC as per media plan. The TV campaign creative will be in the form as under, but not limiting to:

- a. **TV Spot:** The selected agency will be required to create and produce at least two comprehensive creatives for TV Spot (60 seconds and 30 seconds) in the form of Story board/ Script, Messages, Lyrics, Jingle, Graphics, Animation etc. The agency shall prepare a comprehensive media plan which shall be approved by Invest UP for TV.
- b. **Talk Shows/ Half Hour Specials:** The selected agency will be required to conceptualize a series (at least 2 series with 3 episodes of 30 minutes) of sponsored talk shows on economic & industrial growth of Uttar Pradesh including achievements and opportunities. The selected agency shall be end to end responsible for this scope of activity including creatives for scripts, media planning, discussions with TV channels, etc. The selected agency may be required to support Udyog Bandhu in buying basis their relationship with TV Channels as per the approved media plan.

(iv) Digital Films:

The selected agency will be responsible for conceptualizing, creating and producing:

- Two advantage Uttar Pradesh movie (5-7 minute and 90-120 seconds duration) in English & Hindi both.
- 14 sector specific videos of (90-120 seconds duration) in English & Hindi both.

The selected agency is responsible for quoting the cost for creating and producing the script of such films. All Films will be freshly shot for this engagement using professional photographers and further edited to make it ready for release. All graphics/ animations/ artwork used must be developed ab initio by the selected agency for this scope activity.

(v) Update & Build Social Media Presence:

The selected agency will be required to undertake a comprehensive social media campaign for events or campaigns on social media including but not limiting to on Twitter, Facebook, YouTube, Instagram etc.:

- **Twitter:** Creating graphical and video creatives for Invest UP's Twitter account for at least 3 tweet daily on important ongoing/ upcoming activities/ achievements of the State Government. The selected agency will be required to create

creatives for the twitter handle and help in trending topics of interest. Live streaming of select events, in consultation with Invest UP from time to time needs to be managed end-to-end by the agency. The agency will also be responsible for increasing number of followers and retweets as well as likes on the tweets. During key events participated/ organized by the Government of UP (at least 3 such events), the agency will have to assist Invest UP to remain amongst the top 5 trending hashtags (in India).

- **YouTube:** A channel on YouTube has to be created wherein all audio-visual media, interviews, animated films etc. is to be posted. The selected agency will be required to create Pre-roll ad (True View format ads - skippable as well as non-skippable) from videos/ TV spots/ TV shows/ Cinema Ads for extensive promotion of Uttar Pradesh. The selected agency will be end-to-end responsible for this scope activity including media planning, creating scripts, artwork, adaptations in different sizes, etc. The agency will also be responsible for increasing number of subscribers and share's as well as likes on the posted contents.
- **Facebook:** The selected agency will be required to maintain the Facebook page of Invest UP, create graphical and video creatives, respond to Facebook page comments, create interesting posts about Uttar Pradesh, and use Facebook live for live streaming of proceedings of special events, etc. and make the same trending. Agency will also be responsible for increasing number of share and like on the posted contents as well as on Facebook page.
- **Viral Videos:** The selected agency will be required to create creatives for videos and also support Invest UP in making at least 8 such videos viral on internet (more than 1,00,000 views within 60 days of posting/uploading). Such videos can be prepared by editing various digital films, TV spots, video recordings at various events etc. prepared as part of the assignment.
- **New Look for social media platforms:** Give all Social Media Platforms a new look every three months by putting up new creative features, theme lines, links, etc. However, during the process, the Brand uniformity should be maintained.

(vi) Website and Internet Banner:

The selected agency will be responsible for conceptualizing the entire creative for web banners for the required campaign and landing pages

if required by the department, or as the case may be. The Ad could be in the form of a static image, animations, slideshows and streaming media to make it eye catching advertisement for Web-page visitors. The banner may be displayed prominently on Government websites of Uttar Pradesh and for certain time period on important and highest rated Indian websites. The selected agency will be required to design the graphics, undertake required graphic designing/ infographic designing/ art/ studio work for creating the web ads of different sizes to be placed on various websites on internet. The selected agency will be responsible for all the image work (high resolution images) to be ready for the release as web ads on internet.

The agency will perform SEO and content management of all the websites of under Industrial Development Department: On page and off-page SEO optimization for all content on websites and elsewhere on digital platform.

Also, a comprehensive audit of all mentioned website (under Industrial Development Department) will have be submitted within 3 months of getting of work order. It should include but not limited to user interface audit, competitive website audit, technical website audit, SEO audit, lead conversion optimization audit, etc.

(vii) Blogs:

The selected agency will be responsible for bringing influential and noted bloggers (with at least 5 blogs per month in the last 3 years in the field of economics, political science, policy, industrialization or similia fields and at least 10,000 subscribers or 10,000+ Twitter followers or 200+ average comments per post) to write about the activities/ achievements (existing and upcoming) and other issues of importance for the economic development of Uttar Pradesh on Invest UP website, their associated blog websites/ guest blog, or any other prominent websites where they are actively blogging. The selected agency is required to coordinate and make all necessary arrangements for creating such blogs, media planning for blogs and getting known personalities (the suggestive list of personalities need to be provided in the technical presentation of the bidder) to write blogs. In addition to blogging from the contents generated through various channels, the agency will be responsible for getting at least 6 number of bloggers writing to promote Uttar Pradesh for a period of 1 year (at least 3 blogs of 800 words each from each blogger).

(viii) Mobile Phone Marketing:

The selected agency will be responsible for identifying occasions (at least 4) in consultation with Invest UP on which bulk SMS and WhatsApp messages (to at least 5,000 recipients) are required to be sent out. Further the agency will be responsible for creating content of SMS and WhatsApp messages and successful dissemination of SMSs and WhatsApp messages. The cost of sending such bulk SMSs and WhatsApp messages shall be borne by the agency.

(ix) Online Marketing:

The selected agency may be required to re-design the webpages as well as create contents for the existing Invest UP portal/ other websites to increase its ranking on various search engines, including but not limiting to SEO and SEM, to the satisfaction of Invest UP. Further, it is imperative to mention here that this will be an ongoing activity throughout the duration of the engagement and specific need-based articles, contents, support in managing social media of Invest UP to improvise the ranking and creating awareness shall also be part of this scope of activity.

(x) Email Marketing:

The selected agency may be required to purchase relevant email databases or use the ones provided by Invest UP such that emailers on various activities of the Government of Uttar Pradesh and marketing collaterals/ brochures of the state can be sent to the selected database.

(xi) Outdoor Media:

The selected agency will be responsible for conceptualizing, creating and designing creative material for outdoor (OOH) activities like Posters, Hoardings, bus/train panels, bus shelters, illuminated LED screens/digital signage, wall paintings, display panels/boards, or any other materials which may be displayed at prominent places such as Airports, Metro Stations, Railway Stations, Bus stops, corporate office campuses and other public places. Further, the selected agency will be required to identify such prominent places for the outdoor media which may include but not limiting to the aforementioned places. The selected agency will support in media planning and monitor the upkeep of outdoor media as per the approved media plan.

(xii) Merchandise and Kits:

The selected agency will be responsible for suggesting, designing creative for non-traditional, attractive and aspirational merchandise (which makes identification with Brand Uttar Pradesh an aspirational

value, like badges, bands, etc.) tailored for different audiences/ different campaigns and events, collaterals etc. It is also crucial that the type and look of the collaterals especially the low cost items such as pens, mugs, notepads, T-Shirts, Bags, Caps, Pen Holders, Visiting Card Holders, Paper Weights, Pen Drives, Brochures, Booklets, etc. be changed regularly to maintain interest and pride of ownership in such items. Further, the selected agency will be responsible for carrying out digital image work, graphic designing for creatives and further coordinating with the merchandise developer before and after the important events. It may be possible that merchandise will be developed without any event, in such case also, the selected agency will be responsible for the final output (procurement of merchandise items such as pens, mugs, notepads, etc. will not be the responsibility of selected agency).

(xiii) Brochures and Other Collaterals:

The selected agency will have to conceptualize, design and develop the various brochures, flyers, etc. as per the proposed branding plan for Invest UP as and when required. The contents for such collaterals will be provided by Invest UP. The agency will be responsible for coordinating with the printing house for satisfactory output (in terms of paper and print quality) of the final brochures and collaterals.

(xiv) Events:

The selected agency will have to perform the following event specific activities in which Invest UP participates as well as those organized by Invest UP (including UP Global Investors Summit 2023).

- a. Overall conceptual design and layout planning for sector and region-specific events viz. design inputs for UP pavilion at exhibitions, roadshows, etc.
- b. Design of banners, standees, backdrops, hoardings, panels, outdoor creatives etc. for sector and region-specific events.
- c. Design volunteer badges, fliers, pamphlets, program brochures, event guide etc. in conjunction with the approved theme.
- d. Backdrop design for various sessions and seminar halls
- e. Other design related activities for Invitation cards, Badges with color coding, Parking Stickers and Security Card, Gate Side Wings, Signage/ Hanging Signage, etc.
- f. Designing of Billboards, hoardings, road maps, signages and flags to be placed in the city.
- g. Event specific delegate kits and media kits.

- h. Preparation of event specific bilingual (Hindi & English) press releases to ensure adequate Media Coverage of the State and the event in regional, national and international media.
- i. Provide post event media coverage/ performance report.
- j. Any other media or design related activities during or after the event.

Key deliverables including but not limited to:

1. 36 articles
2. 18 op-eds
3. 8 Radio spots
4. 10 radio sponsored programs
5. 2 TV Spot videos
6. 32 Digital films
7. 18 Blogs from reputed bloggers
8. Twitter (Daily Tweet)
9. Talk Shows
10. You Tube videos
11. Viral Videos
12. Facebook
13. Internet Banners
14. Online Marketing

2.4.4 Public Relations, Communication and Other Activities:

- (i) Organizing interviews for Chief Minister/ Ministers/ senior government officials/ investors/other dignitaries with leading business publications and News channels on regular basis or as and when requested by Invest UP.
- (ii) Coordinate and facilitate participation of national and international media to visit Uttar Pradesh for attending various events as may be organized by Invest UP, from time to time.
- (iii) Highlight any key news on investment intents, announcements and approvals in the State, both in national and international media.
- (iv) The selected agency shall acquaint the media with the initiatives, growth and developments happening in the state on regular intervals, or as and when asked to do so by Invest UP.
- (v) Monitor the presence of, and discussions about, brand Uttar Pradesh in media circles by tracking all national and regional newspapers, magazines, TV channels, the inter-web, social media, blogs and other channels of external communication at regular intervals and report the above findings to Invest UP through an

efficient weekly feedback system which reflects the sentiments about the state.

- (vi) Coordinating features and advertorials in leading national and business publications
- (vii) Organize press conferences, preparation of press releases, press reports, press kit and co-ordination with print and electronic media on regular basis, during important events and as and when requested by Invest UP.
- (viii) Disseminate and prepare news articles and columns for publishing in national and international media.
- (ix) Develop a stock of original high-resolution images on UP's infrastructure and industrial scenario for use in various, marketing collaterals.
- (x) Establish a 24X7 press office for any major event being conducted by Invest UP as per requirement.
- (xi) Support Invest UP in the finalization of the Brand Ambassador, if any for the program and development of Campaigning Plan with the Brand Ambassador.
- (xii) Coordinate with Department of Information, Government of Uttar Pradesh as and when directed by Invest UP.
- (xiii) Development of Strategy for Crisis Communication - In the event of unforeseen occurrences, which may have potential of creating negative perception about the State, the Agency will have to take proactive steps to counter negative news and help the State Government representatives communicate effectively using various media vehicles and channels as deemed fit.
- (xiv) At the end of every month, the selected agency will have to submit a "Monthly Report" with details of all the activities done during the entire course of programme along with the impact of the campaign.
- (xv) The selected agency must submit fortnightly, "Effectiveness Analysis and MIS Reports" to 'Invest UP' on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of Uttar Pradesh on the Social Media Platforms and the results achieved.
- (xvi) The selected agency will be responsible for making sure that Invest UP has copyrights of all the content and images of which are being posted on our website, social media or elsewhere at no additional cost to Invest UP.
- (xvii) The agency need to provide bilingual translation service of documents (from English to Hindi or vice versa) as and when required.

- (xviii) At the end of each quarter the selected agency shall submit a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.
- (xix) The selected agency needs to submit a detailed compliance report at the end of assignment term before submission of final invoice.
- (xx) Perform any other work related to the assignment as required and as identified during the course of assignment.

2.5 Deliverables and Timeline

The period of the assignment is 12 months from the date of acceptance of award. The key deliverables (in addition to other activities/ deliverables as mentioned in the Clause 2.4) for this duration will be as follows:

Deliverable	Timeline
Report on positioning theme and detailed implementation strategy	Within 15 days from Day Zero
Branding strategy	Within 15 days from Day Zero
Recommendations along with a suggestive list of at least possible 10 brand ambassadors	Within 15 days from Day Zero
Visual brand style guide	Within 40 days from Day Zero
Templates	Within 40 days from Day Zero
Advertorials	As and when required
Newsletter	Once every 6 months
Articles	2 articles in national and 1 article in international magazine every month
Op-eds	3 every op-eds every two month
Crisis response methodology	With 40 days from day zero
Radio spot	2 radio-spots every three months
RJ Mentions	As and when required
Radio sponsored program	10 programs in one year
TV spots	Within 120 days from day zero
Talk Shows/ Half Hour Specials	2 series with 3 episodes of 30 minutes
Digital films	Within 120 days from day zero
Twitter	1 tweet daily
You Tube	Uploading within 48 hours of new creative being available
Facebook	Updating every 24 hours
Viral videos	2 videos every quarter
New Look for social media platforms	Once every quarter

Website	SEO optimization – once every quarter; Website audit – 90 days from day zero
Internet banner	As and when required
Blogs	3 blogs every two months
Mobile Phone Marketing	SMS content – Every month
Online Marketing	Continuous. Website Rank improvement report every month
Email marketing	5,000 emails every quarter
Outdoor Media	As and when required
Merchandise and kits	As and when required
Brochures and other collaterals	As and when required
Activities during events	As and when required
PR Related Activities: a. Interviews for Chief Minister/ Ministers/ senior government officials/ investors/other dignitaries b. Media visit to UP c. News scan report d. Media acquaintance of UP e. Organizing press conference f. High resolution image stock g. Press releases	<ul style="list-style-type: none"> - At least once every quarter or as and when required. - At least once every quarter or as and when required. - Every week - Every month or as when required - Every quarter or as and when required - Within 120 days of Day zero - As and when required
Post event media and PR performance report	Within 15 days post all major events
Overall media scanning & performance report	Weekly
Monthly progress report	Within 7 days after end of every month

Day Zero shall be a day of acceptance of award by the selected agency. The timeline and definition of Deliverables can vary as per the action plan to be defined by the selected agency and as per requirement of Invest UP. The selected agency shall hand over soft copies and 2 sets of hard copies of all the deliverables of the assignment as per timeline, which will be the property of Invest UP.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. General

3.1 Scope of Proposal

- 3.1.1** Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 3.1.2** Bidders are advised that the Selection of Public Relations (PR) & Creative Agency shall be on the basis of an evaluation by Invest UP, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Invest UP's decisions are without any right of appeal whatsoever.
- 3.1.3** The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with Invest UP.

3.2 Conditions of Eligibility of Bidders

- 3.2.1** Bidders must read carefully the conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 3.2.2** To be eligible for evaluation of its Proposal, the Bidder shall fulfill the Minimum Eligibility Criteria as mentioned in Clause 4.2.
- 3.2.3** The Applicant should submit a Power of Attorney, as per the format Appendix III Form 3. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.
- 3.2.4** Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

3.3 Intellectual Property Rights

- 3.3.1** Invest UP shall remain the owner of all the content conceptualized, created and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to Invest UP and the selected agency has no right to assign, license, sell, or use any content conceptualized, created

and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of Invest UP.

3.3.2 The Selected Agency shall insure itself against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the press clippings, photographs, A/V material or any part thereof in India or abroad.

3.3.3 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of any material or any part thereof, the Selected Agency shall act expeditiously to extinguish such claim. If the Selected Agency fails to comply and the Invest UP is required to compensate a third party resulting from such infringement, the Selected Agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Selected Agency shall provide the Invest UP with a notice of such a claim, if made, without delay.

3.4 Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the Invest UP under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Invest UP's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Invest UP, or that may place them in a position of being unable to carry out the assignment in the best interest of Invest UP. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

(i) Conflict between assigned works and services: A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

- (ii) Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- (iii) Relationship with Employer's staff:** Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of bidder's work.

3.5 Fraud and Corrupt Practices

3.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LOA, Invest UP may reject a Bid, withdraw the LOA, or terminate the association with the Selected Bidder, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Invest UP shall be entitled to forfeit and appropriate Performance Security, as Damages, without prejudice to any other right or remedy that may be available to Invest UP under the Bidding Documents and/ or the LOA, or otherwise.

3.5.2 Without prejudice to the rights of Invest UP under Clause 3.5.1 herein above and the rights and remedies which Invest UP may have under the LOA, or otherwise if a Bidder, is found by Invest UP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the project duration, such Bidder shall not be eligible to participate in any tender or RFP issued by Invest UP during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.5.3 For the purposes of this Clause 3.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i)** “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Invest UP who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Invest UP, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Department in relation to any matter concerning the Project;
- (ii)** “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts, plagiarism or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii)** “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv)** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Invest UP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v)** “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.6 Unfair Competitive Advantage

Fairness and transparency in the selection process require that Bidders or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question.

To that end, the request for proposals and all information would be made available to all short listed bidders together.

3.7 Number of Proposals

A Bidder is eligible to submit only one proposal.

3.8 Cost of Proposal

3.8.1 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. Invest UP will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.8.2 Cost of RFP Document

The RFP Document can be downloaded free of cost from the e-Tender portal at <https://etender.up.nic.in>. However, an amount of Rs 5,900/- (inclusive of GST @18%) has to be paid through NEFT or RTGS before the bid submission end date and time. The payment has to be made to the account of Invest UP as per details mentioned below:

Bank - Punjab National Bank
Address – Trade Tax Office, Mirabai Marg, Lucknow
Account No – 2408021800000010
IFSC Code –PUNB031200
Bank Code – 631200

The payment advice/receipt/UTR Number should be submitted along with proposal of the bidder.

3.9 Consortiums

No Consortiums shall be allowed for this project.

3.10 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (i) made a complete and careful examination of the RFP;
- (ii) acknowledged that it does not have a Conflict of Interest; and
- (iii) agreed to be bound by the undertaking provided by it under and in terms hereof.

3.11 Right to Reject any or all Proposals

3.11.1 Notwithstanding anything contained in this RFP, Invest UP reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any

obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

3.11.2 Invest UP reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by Invest UP, the supplemental information sought by Invest UP for evaluation of the Proposal.

3.11.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Proposals have been opened and the highest ranking Bidder gets disqualified/rejected, then Invest UP reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of Invest UP, including annulment of the Selection Process.

B. DOCUMENTS

3.12 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 3.14:

INSTRUCTIONS FOR E-TENDERING

SECTION 1: SCHEDULE OF BIDDING PROCESS

SECTION 2: TERMS OF REFERENCE

SECTION 3: INSTRUCTIONS TO BIDDERS

SECTION 4: TEAM MEMBERS, BIDDERS ELIGIBILITY AND EVALUATION CRITERIA

Appendices

Appendix I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Financial Capacity of the Bidder

Form 4: Experience of the bidder as per various conditions mentioned in

Section 4

Form 5: Approach, Methodology and Work Plan

Form 6: Curriculum Vitae (CV) of proposed onsite team members

Form 7: Composition of the team and tasks of team members

APPENDIX II: FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Appendix III

Form 1: Draft Agreement

Form 2: Form of bank guarantee for Performance Security

Form-3: Format for Power of Attorney for signing of proposal

3.13 Clarifications from Bidders

3.13.1 Bidders requiring any clarification on the RFP may send their queries to Invest UP in writing (by e-mail only) before the date mentioned in the Schedule of Selection Process at Section I.

3.13.2 Pre-Bid Meeting shall be convened at the designated address, date and time as specified in the Schedule of Bidding process. A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-bid meeting. During the course of the Pre-Bid meeting, the bidder(s) will be free to seek clarifications and make suggestions for consideration of Invest UP.

3.13.3 Invest UP reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Invest UP to respond to any question or to provide any clarification.

3.14 Amendment / Modification of RFP

3.14.1 At any time prior to the deadline for submission of Proposal, Invest UP may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP/ Addendum/ Amendment/ Corrigendum through posting it only on e-Tender portal.

3.14.2 All such amendments/modified RFP will be posted only on the e-Tender Portal and shall not be published in any newspaper and will be binding on all Bidders.

3.14.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, Invest UP may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

3.15 Language

The Proposal with all accompanying documents (the “**Documents**”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.16 Format and Signing of E-Bids

3.16.1 The Bidder shall provide all the information as per this RFP Document. Invest UP would evaluate only those Proposals that are received in the required format and are complete in all respect. The Bidder shall prepare the electronic copy for the e-Bids (in pdf format) and upload the e-Bids on e-Tender Portal <https://etender.up.nic.in> through the bidder's Digital Signature Certificate (DSC). Each Proposal shall comprise the following:

(i) Technical Proposal

- a. Scanned copy of the payment advice/receipt/UTR for Cost of RFP Document.
- b. Scanned copy of the payment advice/receipt/UTR Number for Earnest Money Deposit.
- c. Letter of Proposal in the format set out in Appendix I Form 1.
- d. Details of the Bidder in the format set out in Appendix I Form 2. The Bidder has to declare the Company profile such as Memorandum & article of Association of the company, etc. The documents to be submitted should also include the following:
 1. Self-attested copy of Registration.
 2. Self-attested copy of PAN card.
 3. Self-attested copy of the GSTIN Number
 4. Self-attested copy of company profile along with the list of prominent clients.
 5. A Statutory auditor/ Chartered Accountant certificate specifying the net annual turnover for the last three years (2020-21, 2021-22, 2022-23) in the format set out in Appendix I Form 3.
- e. Power of Attorney as per Appendix III Form 3, authorizing the signatory of the Proposal to commit the Bidder.
- f. Other details comprising:
 1. Project data Sheets in the format set out in Appendix I Form 4 with supporting proof as indicated in Section 4. Separate Form 4 should be provided for each project.
 2. Approach, Methodology and Work Plan in the format given in Appendix I Form-5.
 3. Curriculum Vitae (CV) of proposed onsite team members in the format given in Appendix I Form-6.
 4. Composition of the team and tasks of team members in the format given in Appendix I Form-7.

(ii) Financial Proposal

Financial Proposal will be uploaded on the e-tendering website and marked as Part II Submission- Financial Bid in the format as set out in Appendix II.

3.16.2 Each page of the technical e-Bid shall be numbered and signed by an authorized signatory of the Bidder holding the Power of Attorney (the “Authorized Representative”). A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

3.17 Submission of e-Bids

3.17.1 The Bidders should submit their bids online only in the Submission module of e-Tender Portal <https://etender.up.nic.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the e-Tender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the e-Bids well advance in time.

3.17.2 All proposals and accompanying documentation will become the property of Invest UP and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the e-Tender Portal <https://etender.up.nic.in>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bids indicated in the e-tender schedule.

3.17.3 Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in non-submission of e-Bid.

3.17.4 The procedure for submission of e-Bids by the bidders on e-Tender Portal <https://etender.up.nic.in> is already available on the Portal and has also been explained in the RFP above under Instructions for e Tendering.

3.17.5 It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- (i) Made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP Document;
- (ii) Received all such relevant information as it has requested from Invest UP, and;
- (iii) Made a complete and careful examination of the various aspects of the Project.

Invest UP shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.18 Late Bids

The server time indicated in the Bid Management window on the e-Tender portal <https://etender.up.nic.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-Bid is not submitted in time due to any reasons.

3.19 Withdrawal and Resubmission of e-bids

3.19.1 At any point of time, a Bidder can withdraw his/her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

3.19.2 The Bidder can resubmit his/ her e-Bid as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-Tender procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clause 3.17 above.

- 3.19.3** The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.
- 3.19.4** No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.
- 3.19.5** Invest UP may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

3.20 Receipt and Opening of e-Bids

- 3.20.1** Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on e-Tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the Technical Proposals will be opened at the date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.
- 3.20.2** Invest UP will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend the Bid Opening, at date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for Invest UP, the e-Bids shall be opened at the appointed time and place on the next working day.
- 3.20.3** The bidder's names & the presence and other details as Invest UP at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.
- 3.20.4** After evaluation of technical e-Bids, Invest UP shall notify those bidders whose e-Bids were considered non-responsive to the Conditions as mentioned in this RFP Document and not meeting the Qualification Requirements indicating that they did not technically qualify for this project. Invest UP will simultaneously notify on the e-Tender portal <https://etender.up.nic.in>, whose technical e-Bids were considered acceptable and have been shortlisted for the presentation and opening of their financial e-Bids.
- 3.20.5** Invest UP reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP Document.
- 3.20.6** To facilitate evaluation of Proposals, Invest UP may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.21 Technical Proposal

- 3.21.1** Bidders shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

- 3.21.2** While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of all team members, duly signed by the authorized signatory have been submitted.
- 3.21.3** Failure to comply with the requirements shall make the Proposal liable to be rejected.
- 3.21.4** The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 3.21.5** Invest UP reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of Invest UP to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Invest UP there under.
- 3.21.6** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Public Relations (PR) & Creative Agency either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Invest UP without Invest UP being liable in any manner whatsoever to the Applicant or Public Relations (PR) & Creative Agency, as the case may be. In such an event, Invest UP shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to Invest UP for, inter alia, time, cost and effort of Invest UP, without any other right or remedy that may be available to Invest UP.

3.22 Financial Proposal

- 3.22.1** Bidders shall submit the financial proposal in a separate excel sheet of Commercial bid format has also been published along with the RFP as per format at Appendix-II (the “**Financial Proposal**”) clearly indicating the total lump-sum cost of the services in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 3.22.2** While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i)** All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.),

equipment, surveys, third party services, overhead charges viz. occasional travelling, boarding and lodging and out of pocket expenses, etc. The total amount indicated in the Financial Proposal shall be without any condition 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.

(ii) The Financial Proposal shall take into account all expenses excluding GST as per applicable laws.

(iii) Costs shall be expressed in INR.

3.22.3 The Financial proposal shall be firm throughout the period of performance of the assignment up to and discharge of all obligations of the Public Relations (PR) & Creative Agency under the Agreement.

3.23 Proposal Due Date

3.23.1 Proposal should be submitted within the Proposal Due Date Specified at Section I in the manner and form as detailed in this RFP.

3.23.2 Invest UP may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 3.14.

3.24 Proposal validity

The Proposal shall remain valid for a period of 180 days from the Proposal Due Date (Proposal Validity Period). Invest UP reserves the right to reject any Proposal, which does not meet this requirement.

3.25 Late Proposals

Proposals received by Invest UP after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.26 Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Bidder after bid submission end date and time as mentioned in Section I.

3.27 Earnest Money Deposit (EMD)

3.27.1 The Bidder shall furnish as part of its Proposal, an EMD of Rs. 5,00,000/- (Rs. Five lakhs) through NEFT or RTGS before the bid submission end date and time. The payment has to be made to the account of Invest UP as per details mentioned below:

Bank - Punjab National Bank
Address – Trade Tax Office, Mirabai Marg, Lucknow
Account No – 2408021800000010
IFSC Code –PUNB031200

Bank code – 631200

- 3.27.2** The payment advice/receipt/UTR Number should be submitted along with proposal of the bidder.
- 3.27.3** Proposals for which EMD is not received shall be rejected by Invest UP as non-responsive.
- 3.27.4** Invest UP shall not be liable to pay any interest on the EMD and the same shall be interest free.
- 3.27.5** EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security as per Clause 3.35.
- 3.27.6** The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to Invest UP's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by Invest UP under the following conditions:
- (i)** If a Bidder engages in any of the Prohibited Practices; or
 - (ii)** If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - (iii)** If the Selected Bidder fails to clarify or reconfirm its commitments as required vide Clause 3.30.2
 - (iv)** In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in Clause 3.36; or
 - (v)** If the Bidder is found to have a Conflict of Interest as specified in Clause 3.4.

D. EVALUATION PROCESS

3.28 Evaluation of Proposals

- 3.28.1** Invest UP shall open the Proposals on date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.
- 3.28.2** Evaluation of Technical Bids:
- (i)** Constitution of Tender Evaluation Committee (TEC) - The evaluation of the e-Bids shall be carried out by Tender Evaluation Committee (TEC). The TEC will evaluate the tenders in two stages i.e. Technical & Financial.

- (ii) The Technical presentation shall be done to the Tender Evaluation Committee (TEC).
- (iii) Technical bids should be analyzed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non- responsive:
 - a. Technical Bids of those bidders, who do not meet the eligibility criteria.
 - b. Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

3.28.3 Evaluation of Financial e-Bids

- (i) The financial e-Bids shall be opened by TEC of the bidders which score more than **70 marks** in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- (ii) The Bidders shall upload the Financials in the Commercial bid section of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Appendix-II. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal. Evaluation will be done on the basis of total cost (excluding GST) quoted by the bidder and not on item-wise cost.
- (iii) If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such e-Bids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

3.28.4 Negotiations

- (i) Normally, there would be no post RFP negotiations. In case of it is required, negotiations may be carried out in with the H1 Bidder in the interest of the project.

3.28.5 Award of Contract

In a particular case of selection, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 80:20. The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 60, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110.

Using the formula $LEC \times 100/EC$, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120$.	=83 points
B: $100 \times 100 / 100$.	=100 points
C: $100 \times 100 / 110$.	= 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A: $60 \times 0.80 + 83 \times 0.20 = 64.6$ points
Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84$ points
Proposal C: $90 \times 0.80 + 91 \times 0.20 = 90.2$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 64.6 points, H3
Proposal B: 84 points, H2
Proposal C: 90.2 points, H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

3.28.6 Bidders are advised that Selection will be entirely at the discretion of Invest UP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

3.28.7 Any information contained in the Proposal shall not in any way be construed as binding on Invest UP, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

3.29 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Invest UP in relation to, or matters arising out of, or concerning the Selection Process. Invest UP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Invest UP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or Invest UP.

The Public Relations (PR) & Creative Agency and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by Invest UP to the Public Relations (PR) & Creative Agency, and a Personnel of Public Relations (PR) & Creative Agency any information provided by or relating to Invest UP, its technology, technical processes, business affairs or finances or any information relating to Invest UP's employees, officers or other professionals or suppliers, customers, or contractors of Invest UP; and any other information which the Public Relations (PR) & Creative Agency is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("**Confidential Information**"), without the prior written consent of Invest UP.

Notwithstanding the aforesaid, the Public Relations (PR) & Creative Agency, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- (i) was in the public domain prior to its delivery to the Public Relations (PR) & Creative Agency and its Personnel or becomes a part of the public knowledge from a source other than the Public Relations (PR) & Creative Agency, and its Personnel.
- (ii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Public Relations (PR) & Creative Agency, shall give Invest UP, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

3.30 Clarifications

3.30.1 To facilitate evaluation of Proposals, Invest UP may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by Invest UP for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.30.2 If a Bidder does not provide clarifications sought under Sub-Clause 3.30.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, Invest UP may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Invest UP.

E. APPOINTMENT OF PUBLIC RELATIONS (PR) & CREATIVE AGENCY

3.31 Selected Bidder

The first ranked Bidder (the “**Selected Bidder**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

3.32 Substitution of Team Members

Invest UP will not normally consider any request of the Selected Bidder for substitution of Team Member. Substitution, will, however be permitted if the Team Member is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of Invest UP.

3.33 Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify Invest UP for any direct loss or damage that is caused due to any deficiency in services.

3.34 Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by Invest UP to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, Invest UP may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

3.35 Performance Security

Upon receipt of Letter of Award (LOA) from Invest UP, the successful Bidder shall at its own expense furnish the Performance Security of an amount equal

to 3% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form (Appendix III Form 2) within a fortnight from the date of signing of agreement. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (six) months, the Performance Bank Guarantee may be discharged/ returned by Invest UP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

3.36 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance Security as per clause 3.35 and fails to sign the Agreement, its EMD shall be forfeited and appropriated by Invest UP. In such an event, Invest UP may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

3.37 Period of Contract:

The Contract would be assigned for a period of one year.

3.38 Extension of Contract:

The contract may be extended for another year subject to satisfactory performance on same terms and conditions.

3.39 Penalty Clause:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Invest UP reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total assignment fee.

3.40 Payment to Selected Bidder

3.40.1 The payment of fee shall be made as under:

Payment Schedule	% Payable of Total Fee
At the end of Quarter 1, after submission of a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.	25

At the end of Quarter 2, after submission of a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.	25
At the end of Quarter 3, after submission of a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.	25
On satisfactory completion of the assignment on submission of a detailed compliance report along with invoice of the respective quarter.	25

3.40.2 The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule. The quality of deliverables will be decided by Invest UP and if not found to its satisfaction, Invest UP may deduct the Agency's payment for that deliverable.

3.40.3 The quantity and timelines mentioned for the deliverables in the scope of work is tentative and may vary as per the requirement of Invest UP. In case the quantity of any deliverable as mentioned in the RFP (except designs, event support etc. for which the agency will have to provide service on a retainer basis) varies, additional payment in case of increase in quantity and payment deduction in case of reduction in quantity will be made as per the item rates quoted by the agency.

3.40.4 The selected bidder will have to submit a Monthly Progress Report as described in the Scope of Work by every 7th day of the next month.

F. Force Majeure

3.41 Definition

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

- (ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (iv) Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

3.42 No breach of Agreement

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

3.43 Measures to be taken

- (i) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (ii) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (iii) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.44 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Public Relations (PR) & Creative Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by Invest UP. The agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by Invest UP.

3.45 Consultation

Not later than thirty (30) days after the agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.46 Suspension of Agreement

Invest UP may, by written notice of suspension to the Public Relations (PR) & Creative Agency, without any obligation (financial or otherwise) suspend all the payments to the Public Relations (PR) & Creative Agency hereunder if the Public Relations (PR) & Creative Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Public Relations (PR) & Creative Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Public Relations (PR) & Creative Agency of such notice of suspension.

3.47 Termination of Agreement

Invest UP may terminate the Contract in whole or part without assigning any reason if:

- (i) The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- (ii) If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

G. Disputes Resolution

3.48 Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

3.49 Arbitration:

In case the dispute is not resolved as indicated in Clause 3.48, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Invest UP and other appointed by Public Relations (PR) & Creative Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).
- When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

H. MISCELLANEOUS

3.50 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.51 Invest UP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to Invest UP by, on behalf of and/or in relation to any Bidder; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

3.52 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Invest UP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

SECTION 4: TEAM MEMBERS, BIDDERS ELIGIBILITY AND EVALUATION CRITERIA

4.1 Team Members for the Project

4.1.1 The Public Relations (PR) & Creative Agency will have to deploy following qualified and experienced Personnel at Invest UP (on-site) to carry out the services as given in TOR:

- **1 Project Manager:** Responsible for overall intellectual input for the assignment, perform critical tasks like leading the PR, communications, social media management and the creative mandate, coordination with all stakeholders, media management, editorial services, press briefing, project deliver & ensure contractual obligations.
- **1 Media, PR & Digital Expert:** Responsible for overall management and coordination for media management, journalist coordination, facilitate publishing of stories, press meet and social media management.
- **1 Design Expert:** Responsible for overall management and coordination for producing artwork, videos, graphic & video editing, visualization work to develop communications content for print, outdoor, digital and social media.
- **2 Content Writer:** Responsible for overall management and coordination for all content development, editorial & article writing, press releases, speeches, op-eds, both in English and Hindi. In addition to the PR related work, Content Writer will also be responsible for undertaking social media work like content creation, posting and managing assigned social media handles.
- **2 Social Media Expert:** Responsible for undertaking social media work like content creation, posting, scheduling, research, content calendar, social listening, driving engagement and managing assigned social media handles.
- **2 Translator:** Responsible for all translation work from English to Hindi and vice versa of any and all literature that is used for various forms of communication at Invest UP. It may include, but not limited to, articles, speeches, press releases, posts, newsletters, letters, PPTs, reports, or any draft communication piece.

All the above-mentioned team members need to be mandatorily deployed/ stationed at the office of Invest UP for the entire project duration. The Selected Agency shall not change any person whose Curriculum Vitae (CV) has been submitted without prior permission of Invest UP. Without written permission of Invest UP any such action shall be deemed as breach of contract.

Invest UP will not normally consider any request of the Selected Agency for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of Invest UP. Invest UP expects all the Key Personnel to be available during Implementation of the Agreement.

4.1.2 In addition, the Selected Agency will have to employ sufficient number of personnel deemed fit as per its judgement at its office (off-site) for successfully delivering the project. The details of such personnel should be shared with Invest UP as and when requested.

4.2 Minimum Eligibility Criteria

The bidder shall fulfil all of the following minimum eligibility criteria independently on date of submission of bid:

S. No.	Criteria	Documentary Evidence
1.	A registered entity with minimum 5 years of existence on the day of the submission of e-bid, in the field of PR, communications and media management. <i>(Proprietorship firm, Associations, Trusts, Societies and Industry Associations are not eligible)</i>	<ul style="list-style-type: none"> ➤ Incorporation certificate under companies act 1956/2013, and/or partnership act 1932 ➤ PAN card & GST details ➤ Article of association & Memorandum of association, as applicable ➤ Other relevant documents supporting the incorporation status
2.	Minimum Average Annual Turnover of INR 50 Crore or more in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23). <i>(Turnover of sister concerns/affiliates would not be considered)</i>	<ul style="list-style-type: none"> ➤ CA certificate (original) ➤ Audited balance sheets for the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) to support the claim ➤ Profit and loss statement for the last three financial years (i.e. 2020-21, 2021-22 and 2022-23)
3.	Minimum 2 projects in the field of PR, communications & media management of duration 1 year+ and value INR 50 Lakh+, in the last 7 years with the State or Central Government / State Department / PSUs.	<ul style="list-style-type: none"> ➤ LOA / Agreement / Contract / Work Order, duly certified by the Authorized Signatory of the bidding company ➤ Supporting literature, public pages to validate the work credential

	<i>(Project should be retainership model & the scope to include content writing, executing PR and communications strategy, PR coverage, press releases, press meets, publishing media articles and editorials, media management and reporting. Project with social media mandate only will not be considered as eligible)</i>	
4.	The bidding entity must not be blacklisted / terminated / debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last 5 years.	Self-certification by the authorized signatory. False certification and/ or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process a blacklisting by the State of Uttar Pradesh.

4.3 Evaluation of Proposal

Each Proposal, which meets the minimum eligibility in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 70 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified, and the financial bid of those disqualified bidders shall not be opened.

Completion certificate or Copy of Agreement or Letter of Award duly certified by the authorized signatory of the bidding company/ Chartered Accountant to be enclosed in support of all claimed projects.

S. No.	Criteria	Maximum Marks
1.	<p>Minimum Average Annual Turnover of INR 50 Crore or more in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23).</p> <p><i>(Turnover of sister concerns/affiliates would not be considered)</i></p> <p><u>Marking:</u> INR 50-100 Crore – 5 Marks INR 100-150 Crore – 7 Marks INR 150 Crore+ - 10 Marks</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> ➤ CA certificate (original) ➤ Audited balance sheets for the last three financial years (i.e. 	10 Marks

	<p>2020-21, 2021-22 and 2022-23) to support the claim</p> <ul style="list-style-type: none"> ➤ Profit and loss statement for the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) 	
2.	<p>Projects in the field of PR, communications and media management of duration 1 year+ and value INR 50 Lakh+, in the last 7 years with the State or Central Government / State Department / PSUs.</p> <p><i>(Project should be retainership model & the scope to include content writing, executing PR and communications strategy, PR coverage, press releases, press meets, publishing media articles and editorials, media management and reporting. Project with social media mandate only will not be considered as eligible)</i></p> <p><u>Marking:</u> 1 Project – 5 Marks (Up to a maximum of 15 Marks for 3 Projects)</p> <p>Additional 5 Marks for executing similar assignment of at least 1 year duration with any State/Central Government Investment Promotion Agency in the country.</p> <p><u>Marking:</u> 1 Project – 2.5 Marks (Up to a maximum of 5 Marks for 2 Projects)</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> ➤ LOA / Agreement / Contract / Work Order, duly certified by the Authorized Signatory of the bidding company ➤ Supporting literature, public pages to validate the work credential 	20 Marks
3.	<p>Projects in the field of creative/branding work of value INR 1 Crore+, in the last 7 years with the State or Central Government / State Department / PSUs.</p> <p><i>(Scope to include designing logo, brochures, videos, advertisements, newsletters, flyers, banners, hoardings, creative digital and social media artwork, e-newsletter and similar to the scope of a creative agency)</i></p> <p><u>Marking:</u> 1 Project – 5 Marks (Up to a maximum of 15 Marks for 3 Project)</p>	15 Marks

	<p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> ➤ LOA / Agreement / Contract / Work Order, duly certified by the Authorized Signatory of the bidding company ➤ Supporting literature, public pages to validate the work credential 	
4.	<p>The agency should have provided media promotion or Public Relations management services for at least one National/International level industrial investment related events like Investor Summits conducted by State/ Central Government of India in the last 7 years</p> <p><u>Marking:</u> 1 Project – 5 Marks</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> ➤ LOA / Agreement / Contract / Work Order, duly certified by the Authorized Signatory of the bidding company ➤ Supporting literature, public pages to validate the work credential 	5 Marks
5.	<p>Qualification and Experience of the Proposed Team</p> <p>Project Manager (3 Marks)</p> <ul style="list-style-type: none"> ➤ Post-Graduation in Mass-communication or Journalism with minimum 15 years of work experience in relevant field (1.5 Marks) ➤ Experience of leading 2 media planning, PR, creative/design and digital/social media assignments for State/Central Governments in projects of at least 6 months duration (1.5 Marks) <p>Media, PR & Digital Expert (2 Marks)</p> <ul style="list-style-type: none"> ➤ Post-Graduation in Political Science, Mass-communication or Journalism with minimum 8 years work experience in relevant field (1 Mark) ➤ Experience of leading media management, PR and communications, digital/social media mandates for State/Central Governments in projects of at least 6 months duration (1 Mark) <p>Design Expert (2 Marks)</p> <ul style="list-style-type: none"> ➤ Degree/Diploma in Graphic Designing/Animation, or similar academic field (1 Mark) 	20 Marks

	<ul style="list-style-type: none"> ➤ 3 years of experience in designing & developing creative, video/ image editing skills & developing print/ digital/ electronic ready communications content, with working expertise in Canva, Adobe, Corel, Photoshop, Illustrator to create and edit design work (1 Mark) <p>Content Writer – English (2.5 Marks)</p> <ul style="list-style-type: none"> ➤ Post-Graduation in English, Political Science, Mass-communication or Journalism, with advanced proficiency in written English (1.5 Marks) ➤ 4 Years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in English (1 Mark) <p>Content Writer – Hindi (2.5 Marks)</p> <ul style="list-style-type: none"> ➤ Post-Graduation in Hindi, Political Science, Mass-communication or Journalism, with advanced proficiency in written Hindi (1.5 Marks) ➤ 4 Years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in Hindi (1 Mark) <p>Social Media Expert (2 Marks x 2 Resources = 4 Marks)</p> <ul style="list-style-type: none"> ➤ Post-Graduate in Mass-Communication or journalism with minimum 8 years of experience in relevant field (1 Mark X 2 Resources = 2 Marks) ➤ Experience of handling social media handles/mandates for any State/Central Government Agency in projects of at least 6 months duration. (1 Mark X 2 Resources = 2 Marks) <p>Translators – Hindi to English and English to Hindi (2 Marks X 2 Resources = 4 Marks)</p> <ul style="list-style-type: none"> ➤ Post-Graduation in Hindi, English, Political Science, Mass-communication or Journalism, with advanced proficiency in written Hindi & English (1 Mark X 2 Resources = 2 Marks) ➤ 2 Years of experience in translation services from Hindi to English and English to Hindi, with excellent writing and editing skills in Hindi and English (1 Mark X 2 Resources = 2 Marks) 	
6.	<p>Technical Presentation (to be provided as part of technical proposal)</p>	30 Marks

	<ul style="list-style-type: none"> ➤ Understanding of scope of work ➤ Segmenting, Targeting and Positioning (STP) ➤ Approach, Methodology and Work Plan ➤ Sample video and print media creatives along with suggestive designs for brochures, Banners, Hoarding, etc. ➤ Media & PR plan, outreach depth & strategy and scheduling of all types of media for both national and international markets ➤ Social media dummy creative ➤ Any other innovative idea/ strategy 	
Total Marks		100

APPENDICES

APPENDIX I

(See Clause 3.16.1)

TECHNICAL PROPOSAL

Form 1

Letter of Proposal

(On Bidder's letterhead)

Dated:

The Chief Executive Officer

Invest UP

4th Floor, Block - A, PICUP Bhawan, Vibhuti Khand

Gomti Nagar, Lucknow-226010 (U.P.)

Subject: Selection of Public Relations (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh

Dear Sir/ Madam,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the **Proposal** and in the Appendices, is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to Invest UP any additional information it may find necessary or require supplementing or authenticate the Bid.
5. We acknowledge the right of Invest UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted by any State/ Central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by Invest UP.
 - B. We do not have any conflict of interest in accordance the RFP document;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of

any tender or request for proposal issued by or any agreement entered into with Invest UP or any other public-sector enterprise or any government, Central or State; and

- D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
 10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Invest UP of the same immediately.
 14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Invest UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
 15. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 16. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Invest UP or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

17. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. We offer an EMD of Rs. 5,00,000/- (Five Lakhs only) to Invest UP in accordance with the RFP document
19. The EMD in the form of a NEFT/RTGS already paid to the bank account detail of Invest UP, as provided in the RFP document.
20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
21. We agree to keep this offer valid for 180 (One hundred eighty) days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

**Form 2
Particulars of the Bidder**

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of Bidder Company:
5. GSTIN (Copy to be enclosed):
6. PAN (Copy to be enclosed)
7. Experience in Public Relations (PR) & Creative, Design, Media Management Services (years) with proof:
8. Date of first assignment:
9. Worldwide presence:
10. Presence in India:
11. Total no. of employees:
12. No. of employees in PR, Design and Creative services:
13. Details of contact persons:
14. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email id:

Postal address:

(Signature of Authorized signatory)

Form 3
Financial Capacity of the Bidder
(Refer Clause 4.2)

Particulars	Rupees, in Crores		
	FY 2020-21	FY 2021-22	FY 2022-23
Annual Turnover in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23. <i>(Turnover of sister concerns/ affiliates would not be considered)</i>			
Average Annual Turnover for the last three financial years (i.e. 2020-21, 2021-22 and 2022-23)			

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

 Signature, Address, Seal & Membership No. of Chartered Accountant

Form 4

Experience of the bidder as per various conditions mentioned in Section 4

(See Clause 4.2 and 4.3)

Project Name:		Country
Project Location Within Country:		Professional Staff Provided by the Firm:
Nature of Client		No. of Staff: No. of Person Months:
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (in INR):
Name of Senior Staff Involved (Project Director, Team Leader) involved and Functions Performed:		
Description of the Project:		
Description of Actual Services provided:		

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

Note: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. In addition, samples of creatives, video links etc. also needs to be furnished as sought in individual conditions of Section 4.

Form 5
Technical Presentation

(To be provided as part of technical proposal)

- Understanding of scope of work.
- Segmenting, Targeting and Positioning (STP).
- Approach, Methodology and Work Plan.
- Sample video and print media creatives along with suggestive designs for brochures, Banners, Hoarding, etc.
- Media & PR plan, outreach depth & strategy and scheduling of all types of media for both national and international markets.
- Social media dummy creative.
- Any other innovative idea/ strategy.

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

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Name & signature of the authorized signatory

Note:-

- *Personnel is to affix his/ her recent photograph on first page of CV.*
- *Complete address and phone number of the Personnel is to be provided.*
- *Document for proof of qualification is to be enclosed.*
- *Age of the personnel shall not be more than 65 years.*

Form 7

Composition of the team and tasks of team members

S. No.	Name	Present Designation	Number of years on Payroll of the bidder	Qualification & Experience	Proposed Position	Task Assigned
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

We undertake that the 9 team members as mentioned above shall remain with the assignment till the completion of assignment. Any change in the above composition of personnel shall not be done without prior permission of Invest UP. We further undertake that we shall employ sufficient number of personnel at our office (off-site) for successfully delivering the project. The details of such personnel shall be shared with Invest UP as and when requested.

Name & signature of the authorized signatory

APPENDIX II

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Submission of Proposal against your RFP dated _____

Our detailed financial proposal is as follows:

S. No	Particulars	Unit price (in INR, exclusive of GST)	Quantity	Total cost (in Rs.) (GST)
1.	Report on positioning theme and implementation strategy (as per section 2.4.1 for RFP)		1	
2	<ul style="list-style-type: none"> ➤ Recommendations along with a suggestive list of at least possible 10 brand ambassadors ➤ Visual brand style guide ➤ Templates 		One time	
3	Newsletters		2	
4.	Articles in National Magazines		24	
5.	Articles in International Magazines		12	
6.	Op-eds		18	
7.	Radio spot		8	
8	TV Spot		2	
9	Talk Shows/ Half Hour Specials		2 x 3	
10	Advantage UP Digital film (5-7 mins) in Hindi & English		1 x 2	
11	Advantage UP Digital film (90-120 secs) in Hindi & English		1 x 2	
12	Sector specific videos of (90-120 seconds) in Hindi & English		14 x 2	
13	Viral Videos		8	
14	Blogs		18	
15	Bulk SMS and WhatsApp		4	
16	SEO Optimization		4 times	
17	Email marketing		20,000 (5,000 emails every quarter)	

18	Retainership for other activities and dedicated manpower as mentioned in the RFP	—	—	
Total Cost (In INR, exclusive of GST)				
Total Cost, in words (Exclusive of GST)				

NOTE: Financial Proposal (quote) shall have to be given on the .xls format file of the eTender Portal <https://etender.up.nic.in>. Separate Excel Sheet has been provided for Financial Proposal (BOQ)

**Form 1
Draft Agreement**

This agreement is made this ____ day of _____ 2023 at Lucknow between _____ (name of the Public Relations (PR) & Creative Agency selected through the bidding process against the RFP dated _____ for “**Selection of Public Relations (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh**”) referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and Invest UP, 4th Floor, Block - A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.), referred to as the “Second Party” through the Chief Executive Officer, Invest UP, 4th Floor, Block - A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.), hereinafter include his successors and assignees.

That WHEREAS the First Party will provide Public Relations (PR) & Creative services to Invest UP, in accordance with all the terms and conditions contained in the Tender RFP dated _____ and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS _____ DAY OF _____ TWO THOUSAND AND NINETEEN.

Authorized Signatory of “First Party”

Authorized Signatory of “Second Party”

Signature:
Name and Address

Signature:
Name and Address:

Witness for “First Party”

Witness for “Second Party”

Signature:
Name and Address

Signature:
Name and Address:

Form 2

Form of Bank Guarantee for Performance Security

1. IN consideration of Invest UP (hereinafter called "Invest UP") having agreed to exempt _____ (hereinafter called "the said Public Relations (PR) & Creative Agency") from the demand, under the terms and conditions of an Agreement, dated _____ made between Invest UP, 4th Floor, Block - A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.) and _____ for the project titled 'Selection of Public Relations (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh' (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Public Relations (PR) & Creative Agency of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____
_____ **(Rupees**
_____ **Only)** We,
(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of _____ (Public Relations (PR) & Creative Agency) do hereby undertake to pay to Invest UP an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by Invest UP by reason of any breach by the said Public Relations (PR) & Creative Agency of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Invest UP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Invest UP by reason of breach by the said Public Relations (PR) & Creative Agency of any of the terms or conditions contained in the said Agreement or by reason of the Public Relations (PR) & Creative Agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____
3. We undertake to pay to Invest UP any money so demanded notwithstanding any dispute or disputes raised by the Public Relations (PR) & Creative Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Public Relations (PR) & Creative Agency shall have no claim against us for making such payment.

4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Invest UP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or Invest UP certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Public Relations (PR) & Creative Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of bank) further agree with Invest UP that Invest UP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Public Relations (PR) & Creative Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by Invest UP against the Public Relations (PR) & Creative Agency and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Public Relations (PR) & Creative Agency or for any forbearance, act or commission on the part of Invest UP or any indulgence by Invest UP to the said Public Relations (PR) & Creative Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Public Relations (PR) & Creative Agency.
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Invest UP in writing.
8. This guarantee shall be valid for a period of 18 months.

Dated the _____ day of _____ 2023

for _____
(indicate the name of Bank)

Form 3

Format for Power of Attorney for Signing of Proposal*(On a Stamp Paper of INR 100/-)*

Know all men by these presents, we _____
 (name and address of the registered office) do hereby constitute, appoint and authorize
 Mr./Ms. _____ (name and address of residence) who is
 presently employed with us and holding the position of _____ as our
 attorney, to do in our name and on our behalf, all such acts, deeds and things necessary
 in connection with or incidental to our proposal for the **Selection of Public Relations
 (PR) & Creative Agency for Branding & Promotion of Uttar Pradesh** including
 signing and submission of all documents and providing information/ responses to
 Invest UP, representing us in all matters before Invest UP in connection with our
 proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
 pursuant to this Power of Attorney and that all acts, deeds and things done by our
 aforesaid attorney shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Public Relations (PR) & Creative Agency.
- In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.