



**New Delhi Municipal Council  
(NDMC)**

**Request for Proposal [RfP]  
For  
Empanelment of Project Marketing  
& Management agencies**

**Director (Projects)  
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Website: [www.ndmc.gov.in](http://www.ndmc.gov.in)**

  
**P. P. MISHRA**  
Director

Price of the document: 1,000/-

**Request for Proposal [RfP] for  
Empanelment of Project Marketing & Management agencies**

New Delhi Municipal Council (NDMC) invites applications for empanelment from agencies involved in the Project Marketing & Management activities for a period of three years. The selection of agencies will be done in two phases. In **phase I**, NDMC will screen and shortlist the agencies on the basis of the minimum eligibility criteria. In **phase II**, the evaluation of the agencies would be done in two stages. In the first stage, the parameters for evaluation would be financial, organizational set-up, clients, experience, etc., which would be given a weightage of 65 marks. In the second stage, short-listed agencies based on the above criteria would be required to make a presentation for evaluation on the basis of the creatives which would be given weightage of 35 marks. The final selection of 3 agencies would be on the basis of highest combined score (out of 100 marks) in both the evaluation stages, the process of which has been given in the latter paras.

**1.0 Scope of work and brief for the Agency**

The scope of work shall be, but not limited to, the following:

- i. Conceptualization of a communication strategy for NDMC in the area of Project Marketing & Management.
- ii. The Project manager project Marketing and Management Company has to organize/execute the works as per specifications/schedule given by NDMC. Organizer has to arrange the full sponsorship to meet the entire expenses of the Project. NDMC would not entertain any monetary part in this regard.
- iii. The company shall be required to conceptualize, design, supervise the execution at site and manage the conduct of projects, cultural evenings, road shows & other promotional activities in New Delhi from all over India & abroad.
- iv. The job of project Marketing and Management Company shall be organizing of international, national, state level and other special fetes. In addition to small projects, major fetes like NDMC centurion celebration, Meet, Press Conferences, VIP visits, official meetings and various celebrations are also to be taken up. Starting with design to fabrication and erection of backdrop/banners, the entire branding (signages/direction banners/display boards) inside and outside the venue, audio-visual arrangements, organizing cultural programmes and specially managing the **international and national celebrities/ artistes** many related jobs are included in the Projects.
- v. Planning for different communication campaigns from time to time including media campaign for the NDMC.
- vi. Developing creatives for release of advertisements in Print, electronic and outdoor media.
- vii. Manage / conduct various projects as and when required.
- viii. Prepare Budgetary Estimates covering the cost of all major head of works, contingencies etc. for approval of the NDMC.
- ix. Any other work related to publicity, media campaign, etc. for popularizing the NDMC.

  
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Director



- x. Prepare a project plan for execution of the work including activity chart and timelines to ensure that the work is completed in shortest possible time. The project plan needs to be approved by the NDMC.
- xi. Assist NDMC to create presence of the project in social media / web based.
- xii. An indicative scope of work (but not limited to) is given below and should be deliverable by the Bidder:
  - a. Conceptualization of Project.
  - b. Complete solution to the various aspects of the Project.
  - c. Designing, Lay out, performance & seating plans.
  - d. Erection of stage, dais, pathways, welcome gates, signage's, invitation card, brochures, Banners, Stalls, flower decoration, utilities & conveniences, stalls.
  - e. Hiring, Setup & Operation of Audio Visual and Lighting Services.
  - f. Assessment of requirement of various logistics.
  - g. Audio, computer and video arrangements for presentations and speeches and for entire Project.
  - h. Hiring of Equipment, Purchase of consumables etc.
  - i. Engaging Celebrities, if required.
  - j. Power arrangements including backup power.
  - k. Any other related services on mutually agreed terms.
  - l. Follow up of any specific Project.
  - m. Mementos for VVIPs/VIPs.
  - n. Furniture, floral arrangement, etc.
  - o. Manpower and transportation to carry out all the works related to the Projects.
  - p. Mandatory permissions.
  - q. The company may be asked to perform all or part of above services.

## **2.0 Condition of Contract**

- 2.1 NDMC, New Delhi-110001, shall be the operator for this two- year contract.
- 2.2 The scope of service described above is general but not exhaustive i.e. does not mention the entire incidental services required to be carried out for complete execution of the work. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred from there. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the Agency. Nothing extra shall be payable beyond the rate quoted by the Agency.
- 2.3 A one-time security deposit (Bank Guarantee 10% of the annual works expenditure an approximate Rs. 2 Crore annually (valid for 36 months) would be obtained from contracted Project Managers, and it would not be necessary to submit Earnest Money/Security Deposit against each Project management order placed under this Contract.
- 2.4 The preference will be given to the company who will add on maximum sponsorship value for the projects.

  
**D. P. MISHRA**  
 Director



### 3.0 **Payment Terms:**

- 3.1 No payment shall be considered from NDMC all revenue has to generate from sponsorship.
- 3.2 Providing of NDMC locations / their permissions and other required support will be discussed and finalized in a pre-bid meeting.
- 3.3 Project managers must provide current e-mail id and fax number to enable faster communication and design approvals. However, the Company must collect/ understand the orders/work orders from the office of Head.

### 4.0 **Minimum Eligibility and Evaluation Criteria:**

NDMC has fixed the minimum eligibility requirement and the process of selection in the RfP. The Tender applications of the Bidders will first be evaluated against the stipulated eligibility criteria of the NDMC as mentioned below:

S. no.	Financial and other Requirement to be met by the Bidder	Document required for verification (Any Proof)
1	The Agency should have minimum 3 years work experience in the project management and should have managed large projects.	Relevant Letter from the clients on its letter head.
2	The Agency must have a minimum turnover of Rs. 2 crore from Project Marketing and Management services (only) during 2010-11, 2011-12, and 2012-13 in each financial year.	Relevant certificate from Auditor will be considered. Only Project Marketing and Management services will be considered.
3	The net worth of the agency should be positive during each of the previous three financial years (2010-11, 2011-12, and 2012-13).	Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report.
4	The agency should have been in existence for a minimum period of 10 yrs.	Certificate of Incorporation
5	The Agency should not have been blacklisted by any public sector bank or government organization in India. The agency should not have been penalized or found guilty in court of law.	Self-certification by the Bidder
6	The Agency should have minimum staff strength of 20 full time employees. Agency should dedicate exclusive team for the NDMC for all types of communication including project marketing, management, client servicing, etc.	Self-certification by the Bidder including list and details of such staff
7	The agency Should be registered under EPF and ESI Act.	Registration certificate to be enclosed.

#### 4.1 Apart from the above minimum criteria, the Agency is also required to give the following information:-

1. Physical location including addresses of all branches and number of staff in each branch.
2. The proposed composition of team for NDMC (in terms of name, designation, and numbers). All member of the team indicated herein would be required to attend requisite meeting once every fortnight. Please also indicate specifically who all will be dedicated to the activities of NDMC.

  
**O. P. MISHRA**  
Director



3. Income tax returns for the past three years
4. Satisfactory client certification from a different client for each of last three years
5. List of major accounts including current accounts, year serviced.


#### 4.3 Evaluation Process

The applicants meeting the minimum eligibility criteria ("Eligible Bidders") will be further evaluated and given marks on the basis of the evaluation matrix given below (first stage of evaluation). A maximum of 5 Eligible Bidders will then be called for a presentation. In case the number of Eligible Bidders is more than 5, the Eligible Bidders will be ranked according to the marks scored in the first stage of evaluation and the top 5 Eligible Bidders will be called for presentations (Second Stage of Evaluation). Bids are liable to be disqualified if, at any stage of evaluation, it is found that the Bidder's declaration with regard to any of the set eligibility criteria as indicated and the other data, if any, given in response to this RfP is incorrect.

#### 4.4 Evaluation Stages:

The Evaluation matrix along with the maximum marks that can be scored is as given below

S. no.	Details required / parameter on which Bidder will be scored	Weightage	Maximum Marks
<b>i</b>	<b>Details required / parameter on which Bidder will be scored Capability and Experience</b>		
1	Past Credentials in providing Management Services including Corporate Brand Building, project Management.	10	<b>50</b>
2	Experience in managing large scale projects (private, corporate & government sector).	10	
3	Breadth of service offerings	05	
4	Total no of management project handled over the last 3 years	08	
5	Total no of management project handled for Government sector clients over the last 3 yrs	07	
6	Project descriptions of atleast 5 projects handled within the last 3 yrs in terms of project scope, time of delivery agreed, actual completion date, project outlay, number of people deployed for implementation, etc.	10	
<b>ii</b>	<b>Criteria: Presence</b>		
1	No. of location in which the bidder has presence	03	<b>05</b>
2	Details of office / resources at such locations	02	
<b>iii</b>	<b>Criteria: Resources allocated by the bidder from the NDMC</b>		
1	Total man power strength proposed to be assigned to the NDMC. Number of dedicated resources.	05	<b>10</b>
2	Experience of the team lead and other official assigned to the NDMC.	05	
<b>iv</b>	<b>Second Stage of Evaluation: Methodology, Approach and Implementation Road Map</b>	35	<b>35</b>
	<b>Total</b>		<b>100</b>

  
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 Director



4.5 The short listed Bidders would be intimated by e-mail with regard to time and other details of the presentation. The presentations should include the details given in the Technical Proposal: The evaluation of the presentation will be done by the Management Team based on the given evaluation matrix and will depend on the content and quality of the Bidder's submission:

4.6 The total technical scores shall be calculated out of total of 65 marks (s.no i, ii & iii)

1. The above details of evaluation criteria are only indicative and, hence, subject to addition, modification and deletion.
2. During the course of technical evaluation if found necessary, the NDMC may seek supplementary details and the same be submitted within the stipulated time. Non-submission of such details in time may render such applications for disqualification from further evaluations.
3. Based on the total technical score, Bidders will be ranked according to their scores with the Bidder having the highest score being followed by the respective Bidders in descending order. The NDMC reserves the right of opening commercial bid/s of up to top 5 Bidders who have technical scores of minimum 70% of the total score.
4. The NDMC reserves the right to call the bidder for presentations that are found to be technically deficient.
5. The marks scored by the Bidders in the first stage of technical evaluation will be given a weightage of 75. Similarly, the second stage of technical evaluation of the Bidders will be given a weightage of 25. The combined technical score will determine the H1, H2 and so on.
6. In case of a tie after the commercial evaluation stage, the NDMC's decision will be final and will be based on marks scored in the technical evaluation only.
7. The Agency so appointed will for a period of three years under the current RFP, subject to satisfactory annual review of performance, at a sole discretion of NDMC.
8. The NDMC reserves the right to select or empanel one or more agencies for implementation of the Project.
9. The response submitted to the NDMC by the Bidder will be taken to be a legally binding offer from the Bidder, and as such may be accepted or rejected (with or without conditions) by the NDMC in its sole discretion.
10. The Bidder shall bear all costs associated with the preparation and submission of the Tender. NDMC will in no case held responsible or liable for these cost, regard less of conduct or outcome of the tender process.
11. The Bidders shall submit their offers strictly in accordance the terms & condition of the Tender document.

  
O. P. MISHRA  
Director



## Form of Tenderer

(To be submitted on Agency letter head)

To  
Director (Projects),  
New Delhi Municipal Council (NDMC),  
Room no.: 7008, 7<sup>th</sup> floor,  
Palika Kendra,  
New Delhi - 110001

### **Name of work: Project Marketing and Management Agency for NDMC**

1. Having examined the conditions of Assignment for the above Contract, i.e. Appointment of project marketing and management for NDMC, we qualify under the minimum eligibility criteria and offer to undertake in conformity with conditions of Assignment.
2. We undertake to complete and deliver the whole of the works comprised in the works comprised in RfP and agree to abide by the general terms & conditions of bid Document.
3. We agree to abide by this tender for the period of three years from the date fixed for receiving the same or agreed extended period and it shall be binding upon us and accepted at any time before the expiry of the period.
4. Unless and until a formal agreement is prepared and executed, this tender together with our written acceptance thereof shall constitute a binding terms & conditions between us.
5. We understand that the request for proposal does not bound NDMC to reimburse the Participant for any cost incurred in submission of this proposal. All statements in this RfP and any pre contract negotiation, understanding and agreements resulting from this RfP are preliminary, consequently, NDMC has no obligation to us until a written contract is executed.
6. We understand that NDMC has the right, without assigning any reasons thereof, to
  - (i) Reject, amend, and modify any proposal.
  - (ii) Terminate this RfP
  - (iii) Negotiate with one or more participants
  - (iv) Make no award to any of the Participants and/ or recommence the entire process
  - (v) Contracts one or more Participants for reasons other than the lowest price.
  - (vi) Modify the requirements and terms of this RfP and request revised proposal from some or all of the participants.
7. We submit the RfP application as per Annexure enclosed.

**O. P. MISHRA**  
Director



**Application for empanelment of Project Marketing & Management agency for 2 Yrs****PARTICULARS FOR EMPANELMENT OF PROJECT MARKETING & MANAGEMENT AGENCY****TECHNICAL BID (to be submitted on Agency letter head)**

To  
 Director (Projects),  
 New Delhi Municipal Council (NDMC),  
 Room no.: 7008, 7<sup>th</sup> floor,  
 Palika Kendra,  
 New Delhi - 110001

We hereby offer to submit our request for empanelment of Project Marketing and Management Agency of NDMC for three years as per proposal dated: \_\_\_\_\_. We have read, and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

**Our Project Marketing & Management agency brief Profile is as under:**

<b>Sr. no.</b>	<b>Brief Contents</b>	
1.0	Name of the Agency	
2.0	Address and Telephone Numbers	Please enclose Separate sheet along with annexure (proprietor / partnership / Pvt / Pub. Ltd)
2.1	Registered/Head office	
2.2	Address of the office at Mumbai	
2.3	Address of the other offices in the country	
2.4	Legal status of Agency	
3.0	Name of the Proprietor/ Partners / Directors	
4.0	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele. No.: Mobile No.: Email ID etc:-	May enclose Separate sheet along with annexure
5.0	The contact details of official proposed for handling for NDMC i.e. Key personnel contact Person/s Contact Tele. No.: Mobile No.: Email ID etc:- Date of Establishment /incorporation	May enclose Separate sheet along with annexure
6.0	Empanelment Details Name of Public / Private Sectors Banks / PSUs and others, if any, along with the Date / Month / Year) Please enclose separate Sheet if required	
	Have you served for NDMC recently or in past please attach suitable proof.	

  
**O. P. MISHRA**  
 Director



7.0	Infrastructure	
	Name of other support staff Team of Media officials.	
	Are you a full or limited service agency?	
	Number official working (separately for different offices)	
	Whether art department exist?	
	No of creative team member.	
	If full-fledged studio exists? Give details.	
	Language translation facilities.	
	Recording facilities.	
	Number of media experts.	
	Media survey subscriptions such as TAM, NRS, IRS, ABC etc., attach details	
	Research /Analysis tool	
	Power back up.	
	Computer hardware and software facilities.	
	Working days and hours.	
	Whether you can provide 24/7 service to NDMC.	
8.0	Other details:- Income Tax No:- Sales Tax No:- Vat/ Work Contract tax No:- Service Tax No:- Nature of Main Activity:-	Attach copy of returns
9.0	Membership with any organizations	
10.0	Please give details	
11.0	Turn over Details	Copies of audited financial statements to be enclosed (in Lakh)
	Year	Gross Turnover
	2010-2011	
	2011-2012	
	2012-2013	
12.0	Principal Banker & Their Name	
13.0	PO/DD No : Amount : 50,000/- enclosed as EMD	Drawn on: dated:
14.0	PO/DD No : Amount : 1,000/- enclosed as cost of RfP	Drawn on: dated:
15.0	For the empanelment as Project Marketing & Management agencies of the NDMC, the Agency should submit proven established credentials for Corporate Brand Building and product and services in a summary sheet along with this application.	
16.0	Declaration: Self declarations on the firm / Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.	

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O. P. Mishra  
Director



As per the Terms & Conditions we have enclosed an account Payee Demand Draft/Pay as mentioned above in favour of "NDMC" payable at New Delhi.

I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed for empanelment, I/We shall appoint separate teams for any competing clients who are in same business as NDMC to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect,

NDMV shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf

Designation/Seal of Agency

  
O.P. MISHRA  
Director



(Application for empanelment of Project Marketing & Management Agency for 2 Years)

**PARTICULARS FOR EMPANELMENT OF PROJECT MARKETING AND  
MANAGEMENT AGENCY**

**(to be submitted on their letter head)**

To  
Director (Projects),  
New Delhi Municipal Council (NDMC),  
Room no.: 7008, 7<sup>th</sup> floor,  
Palika Kendra,  
New Delhi - 110001

We hereby offer to submit our request for empanelment of Project Marketing & Management Agency of NDMC for three years. We have read, and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

Our Project Marketing & Management brief Profile is as under:

Sr. No.	Brief Contents /Particular	Details/Remarks/ Charges
1	Name and Contact details of the Agency	
2	The contact details of official proposed for handling for NDMC i.e. Key personnel contact Person/s Contact Tele. No. Mobile No. Email ID etc	

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for empanelment, I/We shall appoint separate teams for any competing clients who are in same business as NDMC to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, NDMC shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf  
Designation/Seal of Agency

O. P. MISHRA  
Director



## CERTIFICATE

### TO WHOMEVER IT MAY CONCERN

This is to certify that M/s \_\_\_\_\_ is on our panel as a Project Marketing & Management Agency since \_\_\_\_\_. The value of their annual contract is \_\_\_\_\_. The dealing of the said firm with us is satisfactory.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

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G. P. MISHRA  
Director



**INSTRUCTION FOR TENDERING**

1. Before tendering the Tenderer are requested to carefully examine the Tender Document, Terms and condition of assignment, specification and if there is any ambiguity they should immediately refer the matter to NDMC, for clarification.
2.
  - i. The Tenderer shall complete the annexed form of tender and information called for therein and shall sign with date each page of the Tender documents.
  - ii. The tender should contain a name with designation, an address, Tel. No. and Fax No for serving notices to the Tenderer in connection with the tender.
  - iii. **1<sup>st</sup> Envelope: Pre-qualification / Minimum Eligibility Criteria.**
    - a. DD/ Pay order towards tender cost.
    - b. DD/ Pay order towards EMD.
    - c. Bid Forwarding Letter.
    - d. Pre-qualification/ Minimum Eligibility Criteria Form.
    - e. Bank Mandate Form.
  - iv. **2<sup>nd</sup> Envelope: Technical Bid (Annexure 1 & 2)**
  - v. Tenders should be submitted in a sealed envelope clearly indicating in top of the each envelope **"Empanelment of Project Marketing & Management agency"**.
3. All form may please be filled up in Times New Roman 12 fonts in double spacing format.
4. Agencies fulfilling the above criteria may submit their offer in the prescribed format as per Annexure.
5. The bidder should enclose the proofs of document for qualifying requirement.
6. Document not required as part of the tender should not be provided.
7. NDMC does not bind itself to accept any tender and has the right to refuse any Tender a without assigning any reason or select any Bidder / Single bidder that is in the final evaluation list. NDMC also has a right to re issue the tender without Tenderer having the right to object against such reissue. NDMC also reserves the right to extend the validity period of the tender.
8. For any clarification, the tenderer may contact: Director, NDMC and Clarifications to be forwarded, latest by 24.07.2014.
9. RfP complete with relevant supporting documents should be sent in sealed cover superscripted **'RfP for Project Marketing & Management agencies'** through post/courier/hand delivered to the Director (Projects), New Delhi Municipal Council (NDMC), Room no.: 7008, 7<sup>th</sup> floor, Palika Kendra, New Delhi - 110001 before **15.00 hrs on 01.08.2014.**
10. Incomplete offers and offers not submitted in sealed envelopes as indicated above will be rejected at the initial stage.
11. NDMC reserves the right to reject any or all the applications at its sole discretion without assigning any reason there for and without reference to the applicants.

  
**O. P. MISHRA**  
Director



## **GENERAL TERMS AND CONDITIONS**

### **Assignment:**

The agency, save and except with prior written approval in writing of NDMC, shall not undertake any work of any nature not assigned and /or not mentioned in the tender and for executing such work. The agency shall state the nature of work and probable expenditure thereof. After NDMC has accorded its consent in writing for execution of such work and / or incurring expenditure thereof. Then only the agency shall undertake such work and not otherwise, however, no right or liabilities under this agreement shall be assigned by the selected agency without the prior written consent of NDMC.

### **Agency's General Responsibilities:**

The agency shall, subject to provision of the assignment and the due care, execute and maintain the work and all responsibility including the supervision thereof and all other things whether of a temporary or permanent nature required in and for such execution.

The agency shall carry out and complete the work in accordance with good prevailing practices and using workmanship of the quality and standards therein specified, provided that where and to the extent that approval of the quality of the standards of workmanship is a matter of opinion such quality and standard shall be the satisfaction of NDMC.

### **Sufficiency of tender:**

The Agency shall be deemed to have satisfied himself of tender before entering into the Terms & Conditions as to the correctness and sufficiency of the rates and prices.

### **Payments Terms**

No payment shall be considered from NDMC all revenue has to generate from sponsorship

### **Statutory authority obligation, notices, fees and charges:**

The agency shall comply with and give all notices required by any act, any instrument, rule, or order made under any act, or any regulation with regard to the assignment.

The Agency would comply with all applicable laws as they relate to its performance under this agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

### **Right in intellectual Property and materials:**

All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of NDMC shall vest with Agency.

All concepts, communications, etc, created and conceived by the Agency on behalf of NDMC, and involving name of NDMC, shall not form part of any award or competition or promotion unless prior written consent of NDMC has been obtained thereof.

### **Confidentiality:**

Information provide under this RfP and Subsequent service agreement( if the Agency is selected) is confidential and neither party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

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O. P. MISRA  
Director



**Indemnification:**

All applicants under the RfP absolutely, irrevocably and unconditionally here by indemnifies and undertakes to keep NDMC and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by NDMC and or its Directors, officers, employees, agents, and representatives due to reasons of

- (a) Breach, misconduct, omissions or
- (b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

**Termination:**

In the event that disputes shall arise between the parties hereto on any matter / provision set out in this RfP and subsequent Service Agreement for the selected Agency, the parties shall try to resolve the matter amicably inter se. the defaulting party shall be given notice of 21 days to alter the situation and resolve the disputes or reverse the damage caused in any way.

In the event, the defaulting party does not comply with its obligation, on the termination of the notice period, the other party shall be liberty to without further notice and shall additionally have to right to claim any further rights available under the law, including without limitation, the right to damage. Upon termination of the agreement, the Agency would promptly hand over to NDMC all deliverable items including work in progress, all "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and shall agree to settle the dues in respect of assignments after completion thereof. NDMC would also have the right to terminate such service agreement with three months notice without assigning any reason. NDMC would also have the right to terminate the process of "Empanelment of Project Marketing & Management agencies" without assigning any reason, at any point of time.

**Limitation of liability:**

Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this agreement.

**Survival:**

In the event of the termination of the agreement (for the selected agency) in whole or in part, the clause titled "compensation", "Right in Intellectual Property & material", "indemnification" "confidentiality", and "limitation of liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both parties, their successors and assigns.

**Severability:**

Each of the restriction is separate and severable from other. Any provision which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceable, without affecting in any way the remaining provision hereof.

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O. P. MISHRA  
Director



**Written Notice of change in name, from or control of either party:**

The Agency would provide NDMC with prompt written notice of any change in Agency's name, ownership, or form of organization. The Agency would also provide NDMC with prompt written notice of the occurrence of any project, which could jeopardize or materially impact its ability to perform its obligation under this agreement in a timely manner.

**Force majeure:**

If either Party is unable to perform its obligation under this agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Agreement. Each party would use all reasonable efforts to enable performance under this Agreement to continue.

**The agency to conduct as good faith and as per good industry practice:**

Notwithstanding anything contained in this Agreement. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to NDMC for all Acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of NDMC as its agent.

**Conflict of interest:**

The agency shall strictly avoid conflicts with other assignments / jobs or their own corporate interest and shall disclose to NDMC all actual and potential conflicts that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

**Other condition:**

It is clarified that the services, as specified in the scope of services, shall be provided to NDMC within the territorial jurisdictions of republic of India.

NDMC shall have the right to avail Services from other agencies as well and this RfP do not confer any exclusive rights to any agency for services rendered/ to be rendered. Inter-se allocation of work between the agencies in such case would be the sole discretion of NDMC and the decision of NDMC in this regard shall be final.

As and by way of abundant caution it is clarified that NDMC will have all ownership and/ or license rights on all the ideas, concepts, proposals, logos, design, scripts, etc developed by the Agency during the course of this assignment.

The Agency shall in respect of the services, obtain prior written approvals from the designated authorized signatories of NDMC, in all cases, in respect of the form, the manner, the extent and the wording of all publicity materials produced before taking any action under the agreement.

**NDMC has the right to reject all or any of the application without assigning any reason for the same.**

  
O.P. MISHRA  
Director