

**Ministry of External Affairs
Sushma Swaraj Bhawan**

**RFP No. BRICS/302/01/2025
Ministry of External Affairs
(Summits Division)**

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**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CREATIVE AND
BRANDING AGENCY FOR INDIA'S BRICS-2026 PRESIDENCY**

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Ministry or any of its employees or advisers, is provided to bidders 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 or an offer by the Ministry to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Ministry in relation to the services to be provided pursuant to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Ministry, its employees or advisers to consider the objectives, technical expertise 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 and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Ministry, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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, reliability or completeness 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 selection process.

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

The Ministry may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Ministry is bound to select a Bidder or to appoint the Agency, as the case may be, and the Ministry reserves the right to reject all or any of the bids without assigning any reasons whatsoever. The Ministry also reserves the right to withdraw the RFP at any stage.

The bidder shall bear all its cost associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

demonstrations or presentations which may be required by the Ministry, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the Ministry 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 bid, regardless of the conduct or outcome of the selection process.

1. **Introduction:** India will be holding the Presidency of BRICS w.e.f from 01 Jan, 2026. In this regard, Summits Division, Ministry of External Affairs (hereinafter called as “**Ministry**”) proposes to select a Creative and Branding Agency (hereinafter called as “**Agency**”) that would undertake conceptualisation of a detailed plan for branding and promotional activities related to BRICS brand in 2026.

The Agency would need to disseminate information about BRICS, its meetings/events/outcomes, enhance visibility of BRICS logo, themes, priorities etc. And overall generate awareness about BRICS to the widest possible audience. The Agency shall undertake all necessary promotional and branding activities required to achieve the intended objective through developing a comprehensive strategy covering traditional media, digital media, and others. Besides this, branding for BRICS would also need to include creation and conceptualisation of customised events that would provide interactive and participative experience for the domestic audience.

The broad objectives of branding for BRICS are:

- To build and project a strong brand image for India during the BRICS Presidency.
- Effectively showcase India’s BRICS Presidency at the National and International level.
- Position India’s BRICS and its themes across all relevant media
- Be participative, build awareness, connect and curiosity
- Be strong qualitatively, on content

2. **About BRICS:** BRICS is an international forum with 11 full members and 10 partner countries with India playing a key role in developing the agenda for institutional reforms, climate finance, digital governance and strengthening the voice of the global south.

3. **Target Audience:** The target audience for BRICS branding will primarily be Indian citizens of all age groups, covering rural as well as urban areas. It would also include overseas audience especially the Indian diaspora as well as audience from the participating BRICS countries. The language to be used for branding and publicity would need to include regional languages also along with Hindi and English.

4. This RFP is divided into five parts as follows:

Part-I: Contains General Information and instructions for the Bidders about the RFP such as the date, time and place of submission of bids and opening of tenders, validity period of tenders, EMD etc.

Part-II: Contains essential details of creative brief, services required, scope of work etc.

Part-III: Standard conditions of RFP, which will form part of the contract with the selected Bidder.

Part-IV: Contains special conditions applicable to this RFP and which will also form part of the contract with the selected Bidder.

Part-V: Contains Technical and Financial Evaluation.

5. This RFP is being issued with no financial commitment and the Ministry reserves the right to change or vary any part thereof at any stage. The Ministry also reserves the right to withdraw the RFP at any stage.

Part-I: General Information

6. **Timelines:** The Ministry would endeavour to adhere to the following schedule:

Event Description	Date and Time
Publication of RFP	04.11.2025
Last date for submission of clarifications/queries	11.11.2025 (1700 hrs)
Pre Bid Conference	14.11.2025 (1130 hrs)
Bid Submission End date and time	25.11.2025 (1700hrs)
Opening of technical bids	26.11.2025
Presentation date and time	28.11.2025 (tentative)
Opening of Financial Bid	Will be notified later

- a) Ministry reserves the right to extend the last date and time for submission of the bids (the **“Bid Due Date”**) at its own discretion.
- b) **The RFP can be downloaded from the CPP Portal:** <https://eprocure.gov.in/epublish/app> and is also available at MEA website: www.meaindia.gov.in.
- c) The bids are to be submitted in English. No Bidder shall submit more than one bid under the RFP.
- d) The bids must be submitted in sealed cover as given in Sub-Clause (f) below, (by hand or registered post) to the following latest by 5 PM on the Bid Due Date specified here in above:

**Dr. Aman Puri, JS(Summits)
Room No. 105, 1st Floor Sushma Swaraj Bhawan, Ministry of External Affairs
15 A Dr. Rizal Marg,
Chanakyapuri, New Delhi-110021**

- e) The Ministry may, in its sole discretion, extend the Bid Due Date uniformly for all bidders by issuing an Addendum in accordance with clause 13.
- f) Bids must be in two sealed packets as follows:
 - i) First envelope: Superscribed as ‘Technical bid for selection of a Creative and branding agency for India’s BRICS Presidency’.
 - ii) Second envelope: Superscribed as ‘Financial bid for selection of a creative and branding agency for India’s BRICS Presidency’.

- iii) Both the envelopes should be submitted in a bigger sealed cover superscribed as 'RFP No. BRICS/302/01/2025 for selection of a branding agency for India's BRICS presidency.
 - iv) The bottom left corner of the outer sealed cover should mention the full name, address, telephone No., email etc. of the bidder.
 - v) The Technical bid should be accompanied by:
 - All documents as specified under Clauses 39-40 of Technical Evaluation.
 - A covering letter on bidder's official letter head signed by the authorised signatory as per format in **Annexure I**
 - A brief on the profile and track record of the bidder which may include credentials, strengths, network details, number of total employees, in-house facilities etc.
 - vi) The Financial bid should be accompanied by a cover letter as per **Annexure 2** and a financial bid submission as per **Annexure 3**
 - vii) A complete checklist of documents to be submitted by bidders is enclosed as Annexure 4.
- g) Bids received by Ministry after the specified time on Bid Due Date will not be considered. No responsibility will be taken for postal delays or for non-delivery/non-receipt of bid documents. Only those bids received by the specified time on Bid Due Date will be considered.
- h) A bidder may modify, substitute, or withdraw a bid after submission provided that written notice of modification, substitution or withdrawal is received by the Ministry prior to submission deadline. No bid shall be modified, substituted or withdrawn by the bidder after the Bid Due Date. Any alternative/modification in the Bid or additional information or material supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Ministry, shall be disregarded.
- i) The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Ministry will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between the Ministry and any of the bidders until execution of contract.
- j) Value of this tender is estimated as **10 crores**.

7. Validity of Bids: The bids should remain valid for a period of three months (90 days) from the date of submission of bid.

8. Earnest Money Deposit: Bidders are required to submit as part of the bid an Earnest Money Deposit (EMD) of Rs. 30,00,000 (Rupees Thirty Lakh only) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) or online payment in acceptable form from any of the commercial banks in favour of Pay and Accounts Officer, Ministry of External Affairs', payable at New Delhi. The validity of EMD should be 45 days beyond the final bid validity period. It must be delivered to the US(Summits), Room No. 104, Sushma Swaraj Bhawan.

Registered MSMEs are exempted from Submission of EMD subject to providing MSME registration certificate.

The EMD of all bidders except in case of the bidder obtaining the highest score will be returned to them not later than 30 (Thirty) days after the award of bid. EMD with the Ministry for the purpose of tender will earn no interest. EMD will be forfeited on account of one or more of the following reasons:

(a) The Bidder withdraws/modifies his bid during the period of bid validity. In such a case, the Ministry may also debar it from participating in future tenders.

(b) In case the Selected bidder fails to sign the Contract in time and furnish performance guarantee.

The Selected Bidder's EMD shall be returned, upon submission of the Performance Guarantee and signing of the Contract.

9. Rejection of bids: Notwithstanding anything contained in this RFP, the Ministry reserves the right to accept or reject any bid and to annul the selection process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the Ministry for rejection of their Bids.

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Failure to furnish all the information required in accordance with the RFP may result in rejection of the bid.

10. RFP Queries: Bidders requiring any clarification regarding the RFP may send their queries to the Ministry in writing by speed post/courier or by e-mail at the contact details provided in Clause 12.

All queries must be received no later than 5:00 PM on the last date specified for the said purpose in Clause 6 above and must be labelled 'RFP for selection of branding agency for India's BRICS-2026 Presidency'. Each query must include the querist's name, firm, telephone number and email address. Each query to begin by referencing the RFP page number and section to which it relates. Telephone calls will not be accepted regarding the RFP. Queries received after the aforementioned deadline will not be considered. Responses to queries will be suitably communicated.

11. Expectation from finalized Bidder:

(a) Highest quality deliverables with utmost professionalism for all services will be required from the selected Bidder along with deployment of trained and professional manpower to Summits Division.

(b) It shall be the responsibility of the finalized Bidder to coordinate with all concerned stakeholders including State Governments, private agencies, government departments, Ministries, etc. For obtaining necessary inputs/promotional materials for making any audio-visual content from stock footage. Assistance, as far as possible will be rendered by Summits Division, MEA for their coordination.

12. Contact details: The point of contact for all queries/clarifications regarding the RFP is as follows:

Dr. Aman Puri, JS(Summits)
Email: js.summits@mea.gov.in
Contact No.: 011-24156468
Room No.: 105
Sushma Swaraj Bhawan, New Delhi
Ministry of External Affairs

13. Amendment of RFP: At any time prior to the deadline for submission of bids, the Ministry may, for any reason, whether at its own initiative or in response of clarifications requested by the bidders, modify the RFP document by the issuance of Addendum/Corrigendum which will be informed via email to all the bidders. The Corrigendum revising the RFP will be binding on all bidders. In order to afford the bidders a reasonable time for taking an amendment into account, or for any other reason, the Ministry may, in its sole discretion, extend the Bid Due Date.

14. Due Diligence by Bidders: Bidders are encouraged to inform themselves fully about the assignment and related conditions before submitting the bid by, sending written queries to the Ministry, and attending a Pre-Bid Conference on the date and time specified in Clause 6.

15. Acknowledgment by Bidder: It shall be deemed that by submitting the bid, the bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Ministry;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Ministry.
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations thereunder;
- (e) agreed to be bound by the undertaking provided by it under and in terms hereof.

All contact with personnel employed by the MEA except for the contact person named above with respect to this RFP is prohibited. Improper contact may constitute grounds for rejection of the bid.

PART II: Essential Details of Creative Brief, Scope of work etc.

Designing and conceptualisation of all creatives including audio, video, print, outdoor etc., is to be done in consultation with the Ministry and as per BRICS-2026 theme, priorities, logos etc.

16. Creative Brief:

Ministry of External Affairs is undertaking a branding and publicity exercise for India's BRICS Presidency. This exercise is aimed at branding and popularizing BRICS logo, themes, priorities and outcomes to the widest audience possible, both domestic and international. It would involve the use of all possible media platforms including print, video, audio etc. The selected agency shall integrate, plan, deliver all promotional and branding activities related to India's BRICS Presidency for the Ministry.

17. Scope of Work:

- a) The Agency, in consultation with the Ministry, shall formulate a branding and communication strategy and branding and publicity plan for BRICS during Year-Long Presidency with maximum amplification around the Summit. **Creation and branding of logo, theme and other pre-Presidency work will be needed to be completed immediately after award of contract, as per requirement of Ministry.**
- i. The above Strategy/Plan should be able to build and project a strong brand image for India during the BRICS presidency period.
 - ii. The Plan should also define a Brand and Communication Strategy for an effective showcase of India's BRICS Presidency both at national and regional levels (based on the calendar of events for BRICS)
 - iii. For branding, the Agency should include ideas, concepts, activities that would widely disseminate, strengthen the BRICS brand, make it participative and sustain and amplify audience interest throughout the year of the Presidency.
 - iv. This branding and communications' strategy /plan to be submitted by the bidder within 15 days of signing of contract.
 - v. A list of indicative, illustrative activities is given below:

List of Indicative Activities	
S. No.	Activities
1.	A BRICS theme Kite festival
2.	Projection of BRICS logo through ecological diyas during Diwali
3.	Holographic representations of BRICS logo in various cities
4.	Republic Day Tableau
5.	BRICS logo on airlines being used for delegate transports
6.	Interactive quizzes
7.	LED Screens for publicity of kick off events
8.	BRICS branding and publicity during State festivals like Kerala boat festival, International Sand art festival of Odisha, Goa carnival etc.
9.	Projection of BRICS logo in public transports like metro, state buses, railways etc.

10.	Drone swarm for cities
11.	Possible tie up with food festivals for a BRICS themed food fest (e.g. Grub fest Delhi, Asian Hawkers market in Delhi etc.)
12.	Light Up India (Landmarks)
13.	Projection/sky mapping
14.	Use of Virtual Reality/Augmented Reality/Drone etc.
15.	Projection of India's achievements in Space/Start up /Innovation

b) Conceptualization/designing, creation/production, curation and vetting of creatives for print, AV videos, GIFs, sound bites, digital, outdoor, TV etc. The themes/subjects of these creatives will be decided in consultation with the Ministry. The final approval for all creative content submitted pursuant to the Contract shall vest with the Ministry.

c) The designing and production of AV creatives to include the following (**for indicative numbers, please refer to Annexure3**):

i) 3-5-minute audio-video content which would be an overall BRICS promotional/branding material to be used to publicize India's BRICS theme, priorities, the importance of BRICS taking place in India, India's contribution to BRICS, etc. The content would need to be entirely freshly shot as well as have been taken from stock footage and translated/dubbed in Hindi, English and provision for regional/foreign language adaptations.

ii) Adaptation of the above videos into 60/45/30/20/10 or edits as required for use in digital media, other media.

iii) 3-5-minute video for each state/city where BRICS is being held for promotion of culture, tourism, economic development etc., of the State as well as a brief overview of the Working Group/Engagement Group/Ministerial etc. meeting taking place. This may be either from stock footage or freshly shot. BRICS meetings are likely to be held in all 28 States and 9 Union Territories (approx. 60 cities) to host a country-wide, pan-India BRICS while showcasing India's rich culture and heritage.

iv) Creation of 2-3 minute AV video in English and Hindi promoting the recent, noteworthy developments in various work streams (list Annexed as **Annexure 9**) in consultation with the lead Ministry. This may be either from stock footage or freshly shot.

v) Besides the above, development/duration of a separate 2-3 minute video for the Ministerial/Sherpa meetings, combination of fresh and stock footage.

vi) Adaptation of all AV content for all online media, digital media and displays.

- vii) 1-3 minute Audio content with provision for shorter edits and regional languages adaptations.
- viii) The AV content produced should be of HD format, 4K quality, mov file/high resolution MP4 and of international quality, in Hindi, English and with dubbed/subtitled versions for regional/foreign languages. Wherever required, the video content should be entirely fresh shoot and must be made available in different formats to be used across marketing platforms like cinema, digital etc.
- ix) Development and creation of videos/audio content with Brand Ambassador/s, if required, in coordination with the Ministry.
- x) The proof reading and final vetting of the language renditions would be the sole responsibility of the agency. For any mistake in this regard, a penalty of maximum 10% of the total award value would be imposed on the Agency by the Ministry.
- xi) The timelines for the submission of creatives etc. would be specified by the Ministry. However, the creatives may be required to be produced at very short notice also.
- xii) For some of the AV content, interviews/soundbyte from leads/lead organizations may need to be incorporated, in coordination with the Ministry.
- d) Adaptation and replication of creatives produced for print, TV, radio, outdoor, online, other media for use as per the requirements of publications channels, outdoor sites, websites and other media portals etc. Adaptation and replication of creatives will be done by the agency as per the requirement of the Ministry.
- e) Amplification of all content during the entire BRICS Presidency period in order to meet the goals outlined under the ‘Creative Brief’ (Clause 16) above. Further, based on analytics, upgrade and update the branding and publicity content throughout the Presidency.
- f) Preparing and maintaining an inventory of digital, audio-visual and print content for the Ministry.
- g) Preparation of a BRICS Theme song of 3-4 minutes by a renowned Indian musician of high international repute, experience of composing world music and performing at prestigious international fora, recipient of global awards/recognition.
- h) To produce post-event high quality content and creatives, such as graphics, short videos, animations etc., with an expected turnaround time of less than 24 hrs. These will need to be produced/curated/customised from event footage to be provided by Ministry.
- i) Any other minor creative work that may be assigned to the agency by the Ministry from time to time including designing of creatives for the BRICS website of India, promotional material for road shows, events, seminars, conferences, presentations for review meetings, etc. The cost of such work should be inbuilt into the bid amount projected by the Agency.
- j) The Agency must put in place and deploy a dedicated team for creative work, strategic planning, coordination, etc. for BRICS Branding and for the performance of all other obligations of the Agency

pursuant to the RFP. At least two/three members of the said team should be housed in SSB, Summits Division, MEA.

k) Fortnightly progress reports on the progress of branding and publicity for BRICS should be submitted to the Summits Division, MEA and a presentation made to Senior Management of the Division, as and when required.

18. Production of Creative material (indicative list): The final approval for all such creative content shall be with the Ministry.

I. Designing and Production of audio-Visual Content and Print Material:

- i) Print ads (full page, half page, quarter page)
- ii) Print campaigns on themes, logo and priorities to be identified by Summits Division, MEA. These creatives should be freshly shot and be adaptable to use in outdoor media.

II. Designing of Other Publicity Material:

(i) Designing of publicity material including brochures, booklet, book report, t-shirts/sweatshirts, posters, calendars, administrative circulars, presentation templates, delegate kits, coffee mugs, lapel pins, badges, branded stationery, merchandise and other promotional material during the Presidency period in consultation with the Ministry.

(Separate financial break up for costs for each of the item/activity listed above should be provided in the financial bid format/BoQ available in Annexure 3)

Note:

- Complete copyright and other intellectual property right(s), if any, in all creative and publicity material produced would rest with the Ministry of External Affairs, Government of India for all time to use. This shall include full copyright of images used in the creative and publicity material.
- All creative and publicity material designed/ produced will be of international quality and standards, the Ministry would have full right to reject unsatisfactory, poor quality material. at no cost to the Ministry.
- The Agency will ensure submission of required creatives/publicity material and any other work undertaken within the time frame specified by the Ministry.
- AI files/editable files of all the creative content must be shared with the Ministry.

PART III: Standard Conditions of Contract

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the Selected Bidder (i.e. Agency in the Contract). Failure to do so may result in rejection of the bid submitted by the bidder.

19. Contract: The Selected Bidder shall execute a contract with the Ministry (the "**Contract**") for the fulfilment/provision of the services envisaged in this RFP (on non-judicial stamp paper of requisite value) at the time of award of contract. The incidental expenses of execution of Contract shall be borne by the Selected Bidder. Contract will be signed after the submission of the Performance Guarantee which shall be 5 percent of the contract value as per Clause 21 of the RFP.

Joint venture/Consortium (an association of several persons, firms or companies) are not allowed for this empanelment.

20. Period of Contract: The Contract will be for a period of 14 months (01st Dec, 2025 to 31st Jan, 2027).

21. Performance Bank Guarantee: The Selected Bidder shall furnish a bank guarantee by way of Performance Guarantee for the due and faithful performance of contract for a sum of 5 % of the total contract price on/before the signing of Contract (the "**Performance Guarantee**"). The Performance Guarantee shall remain in full force and effect during the period that would be required for the performance of the Contract and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Ministry certifies that the terms and conditions of the Contract have been fully and properly carried out by the agency and accordingly discharges the Performance Guarantee. Refusal or inability or delay by Agency to supply all deliverables as per scope of work at the contracted rate may result in termination of the Contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the Agency from participating in future tenders of the Ministry.

22. Commencement of services; The agency shall commence the Services within 7 (seven) days of the date of the contract. Or such other date as may be mutually agreed. If the Agency fails to either sign the Contract as specified in Clause 19 or commence services as specified herein, Ministry shall forfeit the Bid security and appropriate it in accordance with the provisions of Clause 8.

23. Non-disclosure of Contract documents: Except with the written consent of the Ministry, the Agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

24. Governing Law and Jurisdiction: The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India and the courts in New Delhi shall have exclusive jurisdiction over all matters relating to the Contract.

25. Settlement of disputes and Arbitration:

Guidelines issued by Department of Expenditure's OM No. F.1/2/2024-PPD dated 03 June 2024 will be followed for dispute resolution.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be 26. held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, and the Arbitration & Conciliation Amendment Act (2015)

as amended up to date or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The Place/Seat of the arbitration shall be [New Delhi, India]. The Tribunal shall consist of three (3) arbitrators. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

As a norm, arbitration is restricted to disputes with a value of less than Rs. 10 Cr (Department of Expenditure’s Office Memorandum No. F.1/2/2024-PPD dated 03.06.2024).

26. Penalty Clause:

- a) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, the Ministry may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Ministry at its own discretion/satisfaction.
- b) It would be first and foremost the responsibility of the agency to ensure that the services are being provided satisfactorily and the contract is implemented as per agreed terms and conditions.
- c) In the event of delayed or unsatisfactory services, by the Bidder, the Ministry may charge penalty as per SLA below:

S. No.	Definition	Target	Penalties
1.	Deployment of Dedicated Team to	Within 10 days of award of contract	Delay of every 1 day after the 10 th day of award of contract will lead to a penalty of

	Summits Division Secretariat, SSB		Rs. 25000/- each day (capped at Rs. 5 lakhs)
2	Submission of Timely Deliverables of required quality	Submission of deliverables as per quality specified in the RFP/by the Ministry within laid down timelines as specified by the Ministry	The Ministry may recover a sum from the Agency, by way of liquidated damages, equivalent to a minimum of 0.5% per week of the total contract value for any portion of services delayed/negligence in service/unsatisfactory quality of service. The maximum amount which shall be recovered would be 10% of the total contract value of the price for any portion of services delayed/negligence in service/unsatisfactory quality of service
3	Proof reading and final vetting of the language renditions	Without mistake	For any mistake regarding this, a penalty of maximum 10% of total award value would be imposed

- d) In case of abandoning of work or premature termination of work by the Bidder, liquidated damages as well as compensation will be levied on the Bidder, in order to cover the cost of hiring a new Agency for branding at additional cost.
- e) Encashment and appropriation of Performance Guarantee: The Ministry shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Agency in the event of breach of the Contract or for recovery of liquidated damages specified in this Clause 26.

27. Termination:

a. By the Ministry

The Ministry may, by written notice of suspension to the Agency, suspend all payments to the Agency if the Agency shall be in breach of the Contract or shall fail to perform any of its obligations under the Contract including carrying out the services there under: provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30(thirty) days after receipt by the Agency of such notice of suspension.

The Ministry may, by not less than 30(thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 27, terminate the Contract if:

- (i) the agency fails to remedy any breach or any failure in the performance of its obligations under the contract, as specified in a notice of suspension, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Ministry may have subsequently granted in writing;

- (ii) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 25 hereof;
- (iii) the Agency submits to the Ministry a statement which has a material effect on the rights, obligations or interests of the Ministry and which the Agency knows to be false;
- (iv) any document, information, data or statement submitted by the Agency in its bid, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (v) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (vi) as the result of Force Majeure, the Agency is unable to perform a material portion of the Contract for a period of not less than 60 (sixty) days; or
- (vii) the Ministry, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

b. Payment upon Termination: Upon termination of the Contract, the Ministry shall make the payment to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Ministry) for services satisfactorily performed prior to the date of termination.

28. Amendments: No Provision of Contract shall be amended or modified in any way (including this provision) either whole or in part except by an instrument in writing made after the date of execution of the Contract and is agreed to in writing by both the Parties and duly executed by persons especially empowered in this behalf by the receptive parties.

29. Patents and other Intellectual Property Rights: All strategy reports, designs, curated content, audios, videos, and all other creatives and material (collectively referred to as the “Content”) prepared by the Agency pursuant to the Contract shall become and remain the property of the Ministry. All the intellectual property rights in the Content shall vest with the Ministry. Any Content, of which the ownership or the intellectual property rights do not vest with the Ministry under law, shall automatically stand assigned to the Ministry as and when such Content is created and the Agency agrees to execute all papers and to perform such other acts as the Ministry may deem necessary to secure its rights herein assigned by the Agency.

The Agency shall, not later than termination or expiration of the Contract, deliver all Content to the Ministry, together with a detailed inventory thereof. The Agency may retain a copy of such Content. The Agency shall not use Content for purpose unrelated to the Contract without the prior written approval of the Ministry.

Further, the prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.

The Agency shall hold the Ministry harmless and indemnified from and against any suit, proceeding, or assertion of a third party against the Ministry based upon a claim that any or the system or part of the Content supplied by the Agency including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's

national or international laws. If a claim pursuant to above occurs. Agency shall take all necessary remedial actions at its own cost. Agency shall indemnify the Ministry against any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries arising out of such claim.

30. Statutory Duties & Taxes:

- a) GST to be charged as applicable
- b) Any change in any duty/tax upward/downward as result of any statutory variation taking place within Contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the bidder/Agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Ministry by the bidder/Agency. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the contractor.
- c) The bid price will exclude all taxes and levies and shall be paid as per applicable rates.

31. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between the Ministry and the Agency. This is to be a binding agreement between the Ministry and the Agency for specific contracts in which the Ministry promises that it will not accept bribes during the procurement and services process and the Agency to promise that they will not offer bribes. Under this pact, the selected bidder for specific or contract agree with the Ministry to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a) A pact (contract) between the Ministry (Principal) and the selected Bidder for this specific activity;
- b) An undertaking by the Principal (i.e. Summits Division) that its officials will not demand or accept any bribes, gifts etc. with appropriate disciplinary or criminal sanctions in case of violation
- c) A statement by Selected Bidder that it has not paid, and will not pay, any bribes;
- d) An undertaking by Selected Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as family members, etc. of officials): the disclosure would be made either at the time of signing of contract or upon demand of the principal, especially when a suspicion of a violation by that Selected bidder/contractor emerge;
- e) The explicit acceptance by Selected Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanction remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a Selected Bidding agency will be made “in the name for and on behalf of the company’s Chief Executive Officer”

g) The following set of sanction shall be enforced for any violation by the Bidder of its commitments or undertaking:

- i) Denial or loss contracts;
- ii) Forfeiture of the bid security and performance bond;
- iii) Liability for damages to the Principal (i.e. Summits Division) and the competing bidder; and
- iv) Debarment of the violator by the Principal (i.e. Summits Division) for an appropriate period of time.

h) Bidder are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behaviour and compliance programme for the implementation of the code conduct throughout the company.

32. **Force Majeure:**

a) The Ministry may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. **“Force majeure”** as used herein means any event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s agents or employees, nor (ii) any event which a diligent party could reasonably have expected to take into account at the time of the conclusion of the contract, as well avoid or overcome in the carrying out of its obligations.

b) In the event of and within fourteen (14) days after the occurrence of any cause constituting force majeure, the affected party shall give notice and full particulars in writing to the other party, of such occurrence or cause if the affected party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.

c) On receipt of the notice or notices required hereunder, the party not affected by the occurrence of any cause constituting Force Majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligation under the Contract. This would not imply any compensation claims arising out of Force Majeure condition on either of contraction parties.

d) If the contractor is rendered unable, wholly or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under the Contract the Ministry shall have the right to suspend and terminate the Contract on the same terms and conditions with immediate effect. In any case, the Ministry shall be entitled to consider the Contractor permanently unable to perform its obligation under the Contract in case the Contractor is unable to perform its obligations, wholly or in party, by reason of Force Majeure.

33. Conflict of Interest: The Ministry requires that the Bidder provides solution that hold the Ministry's interest paramount, avoid conflicts with other assignments or its own interest and act without any consideration for future work. Bidder shall not engage in any assignment that may place it in a position of not being able to carry out present assignment in the best interest of the Ministry.

Part IV: Special Conditions Applicable

The bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the selected Bidder (i.e. the agency in the contract) as failure to do may result in rejection of bid submitted by the bidder.

34. a) The quantities of the deliverables given in this RFP are indicative. Final numbers will be decided based on requirements of the Ministry and payment will be as per terms and conditions of the financial bid. The bidder is to confirm acceptance of this clause as per Annexure 5.

b) Quality of the contract is largely dependent on deployment and performance of key personnel during execution of the contract, therefore, substitution of Key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better qualified and experienced personnel being provided to the satisfaction of the procuring entity.

35. Payment Terms:

a) It will be mandatory for the Agency to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through electronic payment instead of payment through cheques.

b) An advance payment of maximum of thirty percent (30%) of the contract value in not less than two instalments for allocated event(s) can be made by the Ministry, after signing of the contract, based on submission of bank guarantee of 110% of the said advance amount by the Agency. No interest/damages shall be claimed by the agency for delayed payment on account of any disputes.

c) The payment will be made on monthly basis after proportional adjustment of the advance payment upon completion of satisfactory quality of work and final creatives approved/selected by the Ministry.

d) The Agency will submit pre-receipted invoice in triplicate, complete in all respects, every 30 days, for necessary settlement. The invoice should be submitted along with complete details of the work undertaken during the month, certification of satisfactory completion of work by the verticals concerned, bills as well as copies of the creative and publicity material designed/produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

e) The final payment under the Contract, shall be released only after completion of the required work for the duration of the Contract and on submission of a statement of work having been executed as per the requirements detailed in the RFP or communicated subsequently in writing by the Ministry.

- f) GST shall be paid as applicable.
- g) The payment will be made in local currency i.e. Indian Rupees.
- h) The payment will be made as per the financial bid amount and per unit cost quoted. Payment will be calculated based on final deliverable at the end of every month. Iterations shall not be counted as separate items.
- i) The Agency will submit monthly project reports by the 10th day of the subsequent month supported by a summary of work done during previous months. In addition, the Agency will provide information for review as and when required by the Ministry to brief the Ministry's Monitoring Committee about progress of work.

Note: A monitoring Committee of the Ministry will Conduct a periodic review of the Project activities and deliverables to gauge output and to approve activities for the forthcoming period.

- j) The cost quoted in the financial bid shall remain fixed and not be subject to revision on account of variations in exchange rate, duties, levies etc.
- k) Only applicable taxes shall be applied.

36. Indemnification:

- a) The Agency shall indemnify the Ministry for an amount not exceeding 3 (three) times the value of the Contract for any direct loss or damage that is caused due to any deficiency in services provided by the Agency pursuant to the Contract.
- b) The Agency shall defend and indemnify the Ministry, its officers and employees from and against any damages to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees' negligence or willful misconduct.

Note: Format for acceptance of Standard and Special conditions (to be submitted on bidder's letter head) is at Annexure 5.

Part V: Technical and Financial Evaluation

37. The Ministry has adopted the QCBS (Quality and Cost Based Selection) method involving a two-step selection process for evaluating the bids comprising technical and financial bids to be submitted in accordance with Clause 6 herein above.

38. Brief Description of the Selection Process:

Creative and Branding work being consultancy service, the evaluation of the Proposals shall be carried out in two steps. First, the Technical Evaluation (Pre-Qualification Criteria and Technical Evaluation Criteria) and then the Financial Evaluation. The Bidders will be scored on quality (technical parameters) and financial bid in the ratio of 70:30, respectively.

In the First Step, a technical evaluation will be carried out as specified in Clauses 39-40 hereinafter. Based on this technical evaluation, a list of short listed bidders shall be prepared as specified in Clause

41. In the Second Step, a financial evaluation will be carried out as per Clause 42. Bids will finally be scored and ranked according to their combined technical (the “**Technical Bid Score**”) and financial scores (the “**Financial Bid Score**”), as detailed. Ratio of Technical Bid Score and Financial Bid Score in the total score(the “**Total score**”) shall be 70:30.

Technical Bid Score: the Technical Bid Score(St) of the Bidder shall be derived as under:

$$St = (Stm/SH*100), \text{ where}$$

St is the technical bid score

Stm = Total technical bid marks of the Bidder under consideration

SH = Highest Total Technical bid marks amongst all evaluated bids

Financial Bid Score: The Financial Bid Score(Sf) of the Bidder shall be derived as under:

$$Sf = (FL/F*100), \text{ where}$$

Sf is the Financial Score

FL is value of the lowest financial bid among all the Bidder as per **Annexure 3**

F is the price quoted in the bid under consideration as per **Annexure 3** of the bid

The **Total Score (TS)** of the bidder will be determined as under:

$$TS = (0.70 * St) + (0.30 * Sf)$$

Bidder having the highest TS value will be rated as the Most Responsive Bid (MRB). In the event of the same TS score of Bidders, the bid with the highest technical score will be rated as the MRB. Beyond that, Bid Evaluation Committee will decide the matter at its full discretion.

39. Pre Qualification Criteria

Only the bidders who fulfil the Minimum Eligibility Criteria as specified in Pre Qualification stage below and provide supporting documents shall be eligible for technical evaluation.

SL. No	Pre Qualification Criteria	Documents required in support
1.	The Bidder shall be a registered Company/partnership firm/Proprietorship Firm under the applicable Indian laws.	Copy of Certificate of Incorporation/Partnership Deed etc. as applicable.
2.	Bidder Company/Firm/etc. shall hold valid PAN, GST registrations.	Copy of PAN/GST registration
3.	The Bidder shall neither be blacklisted by any Govt. Department nor have any criminal case be registered against the firm or its owners/partners, anywhere in India.	Self-declaration by the Bidder with seal and signatures. (Format for Declaration in Annexure 6)

4.	The Bidder shall be INS (Indian Newspaper society) accredited.	Copy of Accreditation Certificate.
5.	The Agency should have a work experience of minimum 10 years preceding the Bid Due Date as an advertising agency. Bidder should have undertaken at least 2 national level branding/publicity/marketing/advertisement campaigns for large business houses, multinational conglomerates, GOI, State Govts.	<p>List of clients in the last 10 years preceding the Bid Due Date certified by CA who ordinarily audits the annual accounts of the bidder.</p> <p>Copy of Original Contract along with Work Order/Completion certificate along with CD/Pen Drive of the executed campaign and branding work as a proof of claim.</p>
6.	The Bidder shall have annual financial turnover of more than INR 100 crore or above per annum for at least three of the last five financial years preceding the Bid Due Date.	CA certificate, by CA who ordinarily audits the annual accounts of the bidder, stating the net worth and turnover of the organization for the last five years preceding the Bid Due Date.
7.	No financial losses more than 2 times during the last 5 years and no loss in immediate previous financial year preceding the Bid Due Date	CA certified profit and Loss Statements for the last three years preceding the Bid Due Date by CA who ordinarily audits the annual accounts of the bidder.
8.	The Bidder, if selected, must deploy a dedicated team for provision of services under the Contract – creative work, strategic planning, coordination, etc. for BRICS Branding, and at least two members of this team will be stationed at BRICS Secretariat, SSB at all times during the validity of the Contract	<p>Self-declaration by the Bidder with seal and signatures.</p> <p>(Format for Declaration in Annexure 7)</p>
9.	EMD of Rs. 30,00,000	Demand Draft
10.	Bidder must have filed ITRs for the last five years preceding the Bid Due Date	Copies of filed ITR
11.	Bidder shall have executed at least one branding campaign in the last five years preceding the Bid Due Date where the campaign fee/purchase order (should not include media buying) was at least Rs. 5 crores.	Certified by CA who ordinarily audits the annual accounts of the bidder

Note: Joint venture/Consortium (an association of several persons, firms or companies) are not allowed for this empanelment.

40. Technical Evaluation Criteria: Technical Bids of all bidders will be evaluated for technical evaluation as under. The scoring criteria and scale of marking to be used for evaluation to be as follows:

SL. No	Criteria	Max Marks	Scale of Marking
1	Client Profile(experience of working with any State/GoI depts./Ministries and Central PSUs) in the last 10 years preceding the Bid Due Date on branding/publicity/marketing/advertising assignments	5	2-5 clients- 3 Marks 5-10 clients: 4 Marks More than 10 clients: 5 Marks
2.	Work experience of undertaking national/international level branding campaigns or communication strategies for GoI/States/Maha-Ratna PSUs/Large Corporate Houses	5	At least 2 national/international level campaigns (print/electronic media): 3 Marks More than 2 upto 5 : 4 Marks More than 5 events: 5 Marks
3	Financial Turnover is the average of highest three years of the last 5 years.	10	Rs. 100-150 Crs: 4 Marks Rs. 150-200 Crs: 6 Marks Rs. 200-250 Crs.: 8 Marks Above 250 Crs.: 10 Marks
4	International awards Delivered award winning campaigns(only international/global awards as mentioned in Annexure 8 to be considered) Bidder to submit copies of award/completion certificates	5	None: 0 Mark One award: 2.5 Marks 2 or more: 5 Marks
5	Branding campaign in the last 5 years preceding the Bid Due Date where the campaign fee/purchase order (not including media buying) was at least Rs. 5 Crs.	5	Rs. 5-7.5 Cr.: 2 Marks Rs. 7.5-10 Cr: 4 Marks Rs. 10 Cr or more.: 5 Marks
Bidders will have to give a technical (pitch) presentation of 20 minutes to the Ministry <i>inter alia</i> covering the aspects as mentioned below. The scoring criteria and scale of marking to be used for evaluation shall be as follows:			

1	Overall vision for branding for BRICS-2026	10	
2	Creative and Branding strategy Desirable: concepts/ideas to make BRICS-2026 more participative and be able to connect with the widest possible audience.	20	
3	Four print creatives (including brochures)- (bilingual-Hindi and English)	8	
4	Concept and story board for one TV commercial (bilingual Hindi and English)	7	
5	Concept and script for 1 radio spot of 60 seconds for domestic market	5	
6	One promotional video/video concept, script for 3-5 minutes on India's BRICS Presidency(bilingual-Hindi and English)	10	
7	Showcasing latest technological development including Artificial Intelligence (AI) in creating content	10	
	Total	100	

Only bids that score 75 or more marks out of total 100 marks in technical evaluation shall be eligible for Financial evaluation.

Financing Evaluation

41. Short listing of Bidders: The financial proposal(price bid) of only those qualified bidders will be opened who score at least 75 marks in the technical evaluation(out of 100). Combined score of both technical and financial round will determine the H1 bidder (QCBS)

42. In the second step, financial evaluation will be carried out. Bidders shall submit the financial bid in the format given in Annexure 3 clearly indicating the 'total cost of financial bid' in both figures and words, in Indian Rupees, and signed by bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the financial bid, the lower of the two shall prevail.

**Format for covering letter for Technical Bid submission
(on bidder's letter head)**

To,
Dr. Aman Puri
JS(Summits)
Sushma Swaraj Bhawan(SSB)
Ministry of External Affairs
New Delhi

Subject: Letter of technical bid submission

Sir,

This is in reference to Ministry of External Affairs, RFP No. BRICS/302/01/2025 dated 04.11.2025 for selection of a creative and branding agency for India's BRICS Presidency. I/we,..... (bidder's name) having examined all relevant documents and understood their contents, hereby submit our bid for selection as Agency. The bid is unconditional and unqualified.

2. All information provided in and as part of the bid is true and correct and all documents accompanying such bid are true copies of their respective originals, and I/We accept that any misrepresentation contained in it may lead to our disqualification.

3. This statement is made for the express purpose of selection as branding Agency for India's BRICS Presidency.

4. I/We shall make available to the Ministry any additional information it may deem necessary or require for supplementing or authenticating the bid.

5. I/We acknowledge the right of the Ministry to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We understand that you may cancel the RFP Process at any time and that you are neither bound to accept any bid that you may receive nor to select the Agency, without incurring any liability to bidders in accordance with Clause 9 of the RFP document.

7. I/We hereby irrevocably waive any 'right or remedy' which we may have at any stage by law or howsoever otherwise arising to challenge or question any decision taken by the Ministry and/ or the Government of India in connection with the selection of Agency or in connection with the selection process under the RFP.

8. The EMD of Rs. 30,00,000/- (Rupees Thirty Lakh Rupees only) in the form of a Demand Draft is attached, in accordance with the RFP document.

9. I/we agree and understand that the bid is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Contract/Agency is not awarded to me/us or our bid is not opened or rejected.

10. I/We agree to keep this offer valid for 90 (ninety) days from the Bid Due Date specified in the RFP.

11. The financial bid is being submitted in a separate cover. This technical bid read with the financial bid shall constitute our bid which shall be binding on us.

12. I/We agree and undertake to abide by all the terms and conditions of the RFP Document, hereby this bid under and in accordance with the terms of the RFP Document.

Thanking you,

Name of the Bidder

Signed by Authorised signatory

Name and designation of signatory

Contact details

Date

Place

Seal

Format for Covering letter of Financial Bid

(on bidder's letter head)

To,
Dr. Aman Puri
JS(Summits)
Sushma Swaraj Bhawan(SSB)
Ministry of External Affairs
New Delhi

Subject: Letter of financial bid

Sir,

This is in reference to Ministry of External Affairs, RFP No. No. BRICS/302/01/2025 dated 04.11.2025 for selection of a creative and branding agency for India's BRICS Presidency.

I/We (bidder's name) herewith enclose the financial bid for selection of my/our firm as Agency.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Bid Due Date or such further period as may be mutually agreed upon.

The 'total cost for financial bid' quoted will be binding upon us, up to completion of the period of Contract as specified in the RFP.

Thanking you,

Name of the Bidder

Signed by Authorised Signatory

Name and designation of Authorised

Signatory Contact details

Date

Place

Seal

Financial Bid on Bidder's letter head

Financial Bid

Sl. No.	Item	Per Unit cost	Indicative quantity (final numbers may vary depending on requirements)	Total cost (exclusive of GST)
1	Cost of developing branding strategy as mentioned in 17 excluding the below mentioned items			
Print (designing)				
2.	Print Ads (full page)		3	
3.	Print Ads (quarter page)		3	
4.	Print Ads (half page)		3	
5.	Print Ads (Full page with Celebrity engagement)		3	
Outdoor campaign (designing)				
6.	Outdoor campaign services (hoardings, signage, standees, podium, backdrop, large format graphics for venue etc.) may need to be customised based on venue city/State		5	
Designing and production of Audio-visual content				
7.	Overall BRICS promotional AV Videos		3	

	for TV/Venues (3-5 minutes) fresh shoot			
8.	Overall BRICS promotional AV videos for TV/Venues (3-5 minutes) stock footage		3	
9.	Celebrity engagement in overall BRICS promotional videos for TV (3-5 minutes)			
10.	Translation/dubbing, conversion of the above videos into regional languages (stock/fresh)		3X22 (regional languages)	
11..	Translation/dubbing, conversion of the above videos into foreign languages		3X10 (Foreign language)	
12.	Adaptation of above videos to 60/45/30/20/10 second edits or edits as required for promotion of BRICS themes, logos and priorities		45 (3x15)	
13.	AV videos of State/city specific cultural & tourism (stock footage) 3-5 minutes*		60	
14.	AV videos of State/city specific cultural & tourism (fresh footage) 3-5 minutes*		60	
15.	2-3-minute AV video in English and Hindi promoting the recent, noteworthy developments in each of the work streams (Fresh)		40	
16.	2-3 minute AV video in English		40	

	and Hindi promoting the recent, noteworthy developments in each of the work streams (Stock footage)			
17.	2-3 minute AV video in English and Hindi promoting the recent, noteworthy developments in each of the work streams for the Ministerial/Sherpa meetings (combination of stock and fresh)		40	
18.	Adaptation of above into smaller snippets (15/30/45 secs) for other forms of digital media		180 (60x3)	
19.	Audio content (1-3 minutes) promoting BRICS themes, priorities, outcomes, benefits etc.		3	
20.	Adaptation/conversion of audio content into regional languages		3x 22 (regional languages)	
21.	Adaptation of 1-3 mins into shorter audio content (15-45 secs)		3	
22.	BRICS Theme song/anthem (3-4 minutes)		1	
23.	Language adaptations of theme song/anthem		1	
24.	Adaptations/Edits to 45-60 seconds of theme song		2	
25.	Post-event high quality content and creatives, such as graphics, short videos, animations etc., for digital media platform and otherwise, with an expected		300	

	turnaround time of less than 24 hrs			
Other creatives (designing)				
26.	Book covers and pages/administrative circulars/presentation templates		2 each	
27.	Brochure/Booklets/ E-booklets/E-brochure (upto 25 pages) with development of text matter, infographics, exclusive photographs, graphs,		2	
28.	Flyers/E-flyers- 3 Fold with infographics, exclusive photographs, graphs		2	
29.	e-books/flip book/e-Pub compatible with both desktop and mobiles (both android & iOS compatible)		2	
30.	Graphic books (4-8 pages)		2	
31.	Coffee table books (50-150 pages)		2	
32.	Designing of giveaways (T-shirts/sweatshirts, gift paper, delegate kits, coffee mug, badges, lapel pins, etc.)		5	
33.	Logo/Website launch video etc. or any special AV deliverables (2-3 mins)		1	
	Total Cost of financial bid in Indian Rupees..... (in figures) (in words) (Exclusive of GST)			

Note: AI and other advance technological tools should be used in content creation of Creative and Branding to showcase India's prowess in these areas.

1. The financial evaluation shall be based on the above financial bid. The ‘total cost of financial bid’ submitted shall be the amount for purposes of evaluation.
2. Rates quoted in this Financial Bid shall remain valid for the duration of the contract period.
3. The bid price shall be quoted in Indian Rupees.
4. The bid price will exclude all taxes and levies and shall be paid as per applicable rates.
5. The payment, to the selected agency, will be made as per Clause 34 of the RFP.
6. The payment mentioned above will cover all the administrative and creative costs/expenses and all other charges of the agency for undertaking the assignment. No extra payment for any amount of work not indicated in the scope of work will be made. No escalation on any account will be payable on the above amounts.
7. The quantity of work mentioned in the table above is merely indicative and can vary depending upon the needs of the Ministry.
8. The financial Proposal shall take into account all the expenses related to the production of creatives and cost of insurance as applicable.
9. No extra payment would be made for any correction or change of the image or addition of a detail in the same template to suit the local requirements or, for the inclusion of a logo of the State Govt or any other logo as per requirements of the campaign.

Checklist for Bid Submission

Sl. No.	Document	Reference Clause
1.	Covering letter for submission of Technical Bid	Annexure 1 Clause: 6(f)(v) of RFP
2.	Brief on profile and track record of the Bidder	Clause: 6(f)(v) of RFP
3.	Covering letter for financial proposal	Annexure 2 Clause: 6(f)(vi) of RFP
4.	Financial bid submission format	Annexure 3 Clause: 6(f)(vi) of RFP
5.	EMD	Clause: 8 of RFP
6.	Acceptance of Standard Conditions of Contract	Annexure 5 Refer note under Part IV of RFP
7.	For Technical Evaluation	Clause 39, & 40 of RFP
8.	Registered Company/Partnership Firm/Propriety Firm under applicable Indian laws. Copy of certificate of Incorporation/Partnership Deep etc. as applicable	Clause 39(1) of RFP
9	Copy of PAN/GST registration	Clause 39(2) of RFP
10	No blacklisting	Annexure 6 Clause 39(3) of RFP
11	Copy of INS accreditation certificate	Clause 39(4) of RFP
12	List of Clients in the last 10 years preceding the Bid Due Date certified by CA. Copy of Original Contract along with Work Order/Completion certificate along with CD/Pen drive of the executed campaign and branding work as a proof of claim.	Clause 39(5) of RFP
13	CA certificate stating the net worth and turnover of the organisation for the last five years preceding the Bid Due Date	Clause 39(6) of RFP
14	CA certificate Profit and Loss statements for the last three years preceding the Bid Due Date	Clause 39(7) of RFP
15	Self-declaration by the Bidder for deployment of dedicated team	Format in Annexure 7 Clause 39(8) of RFP
16	Copies of filed ITR	Clause 39(10) of RFP
17	Certificate of Chartered Accountant(CA) specifying the branding campaign and the last five years preceding the Bid Due Date where the campaign fee/purchase order (not including media buying) was at least Rs. 5 Crs	Clause 39(11) of RFP
18	Copied of certificates of International Awards	Annexure 8 Clause 40(4) of RFP

Format for acceptance of Standard and Special conditions
(to be submitted on bidder's letter head)

To
Dr. Aman Puri
JS(Summits)
Sushma Swaraj Bhawan(SSB)
Ministry of External Affairs
New Delhi

Subject: Letter of acceptance of conditions.

Sir,

This is in reference to Ministry of External Affairs, RFP No. BRICS/302/01/2025 dated 04.11.2025 for selection of a creative and branding agency for India's BRICS Presidency.

I/We have gone through the terms and conditions mentioned in this RFP.

I/ We as the authorised representative(s) of(Bidder's name), hereby accept all Standard and Special conditions contained in the RFP. In the event of my/our firm being selected as the Agency.

I/We agree to enter it to a Contract in accordance with Clause 19 of the RFP and to these conditions being a part of the said Contract.

We agree not to seek any changes in the aforesaid conditions and agree to abide by the same.

Thanking you,

Name of the Bidder

Signed by Authorised Signatory

Name and designation of Authorised Signatory

Contact Details

Date

Place

Seal

Annexure 6

Certified to the effect that the bidder firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India.

To
Dr. Aman Puri
JS(Summits)
Sushma Swaraj Bhawan(SSB)
Ministry of External Affairs
New Delhi

Subject: Copy of Certificate to the effect that the firm is not blacklisted.

Sir,

I/We hereby declare that the(bidder's name) has not been presently nor in the past placed on any blacklisted declared by any of Government of India Departments/Ministries or any of the State Governments or any of the PSUs.

I/ We, further declare, that there is no criminal case registered against the(bidder's name) or any of its owners/partners anywhere in India.

Thanking you,

Name of the Bidder

Signed by Authorised Signatory

Name and designation of Authorised Signatory

Contact Details

Date

Place

Seal

Format for certificate for providing qualified team
(to be submitted on bidder's letter head)

To
Dr. Aman Puri
JS(Summits)
Sushma Swaraj Bhawan(SSB)
Ministry of External Affairs
New Delhi

Subject: Certificate for qualified team.

Sir,

This is in reference to Ministry of External Affairs, RFP No. BRICS/302/01/2025 dated 04.11.2025 for selection of a creative and branding agency for India's BRICS Presidency.

I/ We as the authorised representative(s) of(Bidder's name)certify that we shall deploy a qualified servicing and creative team for undertaking all the obligations of the Agency pursuant to the RFP.

I/We the authorised representative(s) also certify that we will put in place a dedicated team for creative work, strategic planning, coordination etc., for BRICS- 2026 branding and at least two members of this team will be stationed at Summits Division, SSB, Chanakyapuri.

The creative team would work closely with the Ministry of External Affairs.

Thanking you,

Name of the Bidder

Signed by Authorised Signatory

Name and designation of Authorised Signatory

Contact Details

Date

Place

Seal

Indicative List of International Awards

1. Global Digital Excellence Awards
2. Brand Impact Awards
3. Global Effie Awards
4. Cannes Lions Award
5. Clio Awards
6. Drum Awards
7. Webby Awards
8. World Media Awards
9. Digiday Awards
10. Marcom Awards
11. Hermes Creative Awards

Work Streams under India's BRICS Presidency

1. Summit – 1
2. Foreign Ministerial – 2
3. NSA – 1
4. Sherpa/Sous-Sherpas – 5
5. Ministerial meetings- 19
6. Heads of Agencies' Meetings – 11
6. Senior Officials/Working Groups/Expert Groups Meetings – 95
7. Forums – 6
8. Business Chambers – 3
9. Parliamentary and Political Exchanges – 2
10. Other Meetings – 5
11. Track II – 3

Agreement

BETWEEN

Ministry of External Affairs, (Summits Division), Government of India having its Office at Sushma Swaraj Bhawan, Chanakyapuri, New Delhi, 110021 (hereinafter referred to as the 'Ministry', which expression shall unless it be repugnant to the meaning thereof mean and include its successors and assigns);

AND

M/S a company registered under Companies Act, 1956, having its registered office at, **and its Business Address** (herein referred to as the 'Agency' which expression shall include its executers, administrators, representatives, assigns and successors).

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS**



AGREEMENT FOR CREATIVE AND BRANDING AGENCY FOR BRICS-2026

BETWEEN

**MINISTRY OF EXTERNAL AFFAIRS
AND
M/S**

....., 2025

CONTENTS

S.No.	Particulars	Page No.
	Agreement	43
1.	Definitions and Interpretations 1.1 Definitions 1.2 Ambiguities within Agreement 1.3 Priority of Documents	43-46
2.	Terms and Duration of the Agreement	46
3.	Conditions Precedent & Commencement of Services	46
4.	Creative Brief and Scope of Work	47
5.	Performance Bank Guarantee	47
6.	Change in Control	47-48
7.	Representations and Warranties 7.1 Representations and Warranties of the Agency 7.2 Representations and Warranties of the Ministry	48-50
8.	Obligations of the Ministry	50
9.	Obligation of Agency	50
10.	Approval and Required Consent	50
11.	Use of Assets by Agency	50
12.	Security	50-51
13.	Non-Disclosure of Contract Documents	51
14.	Governing Law and Jurisdiction	51
15.	Settlement of Disputes and Arbitration	51-52
16.	Penalty Clause	52-53
17.	Timelines for Deliverables	53
18.	Termination 18.1 Termination by the Ministry 18.2 Payment upon Termination 18.3 Effects of Termination	53-55
19.	Amendments	55
20.	Patents and Other Intellectual Property Rights	55-56
21.	Pre-Integrity Pact Clause	56-57
22.	Force Majeure	57
23.	Payment Terms 23.1 Terms of Payment 23.2 Statutory Duties & Taxes	57-59

24.	Indemnification	59
25.	Miscellaneous 25.1 Notices 25.2 Variations and Further Assurance 25.3 Severability and Waiver	59-60
26.	Assignment	60-61
	Annexure (Financial Bid)	

THIS AGREEMENT is made on this day of _____ 2025, with an effective date of at New Delhi:

BETWEEN

Ministry of External Affairs, (Summits Division), Government of India having its Office at Sushma Swaraj Bhawan, Chanakyapuri, New Delhi, 110021 (hereinafter referred to as the 'Ministry', which expression shall unless it be repugnant to the meaning thereof mean and include its successors and assigns);

AND

M/S a company registered under Companies Act, 1956, having its registered office at, **and its Business Address** (herein referred to as the 'Agency' which expression shall include its executers, administrators, representatives, assigns and successors).

WHEREAS

1. The Ministry has agreed to engage the Agency for Creative and Branding during India's BRICS Presidency that would undertake conceptualizing of a detailed plan for branding and promotional activities related to BRICS and therein provide creative vision and strategy to build the BRICS brand during 2026 through a Special Limited Tender bidding process for implementing the works assigned by the Ministry and in this behalf issued a Request for Proposal, RFP No. BRICS/302/01/2025 dated 04.11.2025.

2. The successful bidder has been selected as the Agency on the basis of the bid response to undertake the work.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below:

Agreement	Means this Agreement together with its Schedules, Annexures, and Appendices and the contents, terms and conditions of the RFP No. BRICS/302/01/2025 dated 04.11.2025
Applicable Law(s)	Means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the

	relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the works allotted;
Confidential Information	Means all information including the Ministry's Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the works allotted during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information";
Conflict of Interest	Shall have the same meaning ascribed in Clause 33 of the RFP
Deliverables/Services	Means the services agreed to be delivered by the Agency in pursuance of the agreement as defined more elaborately under Part II of the RFP No. BRICS/302/01/2025;
Patents and Other Intellectual Property Rights	Shall have the same meaning ascribed to it in Clause 19 of this Agreement;
Effective Date	Shall have the same meaning ascribed to it as in Clause 2 of this Agreement;
Force Majeure	Shall have the same meaning ascribed to it in Clause 21 of this Agreement;
GoI	Means the Government of India
Indemnification	Shall have the same meaning ascribed to it in Clause 23 of this Agreement.
Parties	Means the Ministry of External Affairs and

	Agency for the purposes of this Agreement and “Party” shall be interpreted accordingly;
Stakeholders	Means the Ministry or its nominated agencies, its employees and other relevant participants including State/local Govts., Municipal bodies etc., as identified by the Ministry;
Third Party Systems	Means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Ministry or Agency and to which Agency has been granted a license to use and which are used in the provision of Services.

1.2 Ambiguities Within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general clause;
- b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between any value written in numerals and that in words, the value in words shall prevail;

1.3 Priority of Documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a) This Agreement;
- b) Its Schedules and Annexures enclosed;
- c) This RFP along with subsequently issued corrigenda.
- d) RFP No. BRICS/302/01/2025 to the Contract. This Agreement and the RFP and mentioned above, have to be read in consonance.
- e) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures/Schedules or the contents of the RFP No. BRICS/302/01/2025 dated

04.11.2025, the terms of this Agreement shall prevail over the Annexures/Schedules and Annexures/Schedules/ contents of the RFP.

2. TERMS & DURATION OF THE AGREEMENT

This Agreement shall come into effect on/Dec, 2025 (hereinafter the “Effective Date”) and the period of contract shall be from 01st Dec, 2025 to 31st Jan, 2027, unless terminated earlier (as per Termination Clause No. 17 of this Agreement).

3. CONDITIONS PRECEDENT & COMMENCEMENT OF SERVICES

The Agency shall commence Services within 7 (seven) days of the date of signing the Agreement, or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement on time or fails to fulfil the conditions precedent as enumerated below for signing the Agreement or commence services as specified herein, Ministry shall invoke the Bid Security Clause No. 8 of the RFP No. BRICS/302/01/2025.

3.1 Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Ministry or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Agency.

a) Conditions Precedent of the Agency:

The Agency shall be required to fulfil the Conditions Precedent, which is as follows:

- i) to provide a Performance Security/Guarantee as specified in Clause 5 of this Agreement and other guarantees/payments within 10 days of receipt of notification of award from the Ministry and before signing of the Agreement; and

b) Conditions Precedent of the Ministry:

The Ministry shall be required to fulfil the Conditions Precedents, which are as follows:

- i) Necessary clearances associated with the execution of the project, unless specified to be performed by the Agency
- ii) Approval of the Project by a Competent Authority

3.2. Extension of Time for fulfilment of Conditions Precedents

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

3.3. Non-Fulfilment of the Agency’s Conditions Precedent

- a) In the event that any of the Conditions Precedent of the Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by the Ministry or its nominated agencies, this Agreement shall cease to exist:

- b) In the event that the Agreement fails to come into effect on account of non-fulfilment of the Agency's Conditions Precedent, the Ministry or its nominated agencies shall not be liable in any manner whatsoever to the Agency and the Ministry shall invoke the bid security clause (Clause 8 of the RFP);
- c) In the event that possession of any of the Ministry or its nominated agencies facilities has been delivered to the Agency prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Ministry or its nominated agencies, free and clear from any encumbrances or claims.

4. CREATIVE BRIEF AND SCOPE OF WORK

Creative Brief and detailed Scope of Work as provided in Part II (Clause 16-18 and notes therein) of the RFP No. BRICS/302/01/2025, which has to be read in consonance with this contract.

5. PERFORMANCE BANK GUARANTEE

The Selected Bidder shall furnish a bank guarantee by way of Performance Guarantee (PG) for the due and faithful performance of contract for a sum of 5 % of the total contract price on/before the signing of Contract (the "**Performance Guarantee**"). The Performance Guarantee shall remain in full force and effect during the period that would be required for the performance of the Contract and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Ministry certifies that the terms and conditions of the Agreement have been fully and properly carried out by the agency and accordingly discharges the Performance Guarantee. Refusal or inability or delay by Agency to supply all deliverables as per scope of work at the contracted rate may result in termination of the Contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the Agency from participating in future tenders of the Ministry.

6. CHANGE IN CONTROL

- a) In the event of a change of control of the Agency during the Term, the Agency shall promptly notify the Ministry and/or its nominated agencies of the same.
- b) In the event that the net worth of the surviving entity is less than that of Agency prior to the change of control, the Ministry or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Agency from a guarantor acceptable to the Ministry or its nominated agencies(which shall not be Agency or any of its associated entities)
- c) If such a guarantee is not furnished within 30 days of the Ministry or its nominated agencies requiring the replacement, the Ministry may exercise its right to termination this Agreement within a further 30 days by written notice, to become effective as as specified in such notice.

d) Pursuant to termination, the effects of termination as set out in ‘Termination Clause’, Clause No. 17 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganisation of the Agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

7. Representations and Warranties

7.1. Representations and Warranties of the Agency

The Agency represents and warrants to the Ministry or its nominated agencies that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of branding and publicity;
- c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) from the Effective Date, it will have the financial standing and capacity to undertake the works allotted in accordance with the terms of this Agreement;
- e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to the Ministry’s normal business operations;
- f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) the information furnished in the Agency’s response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it by law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of

this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l) no representation or warranty by it contained herein or in any other document furnished by it to the Ministry or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Ministry or its nominated agencies in connection therewith.

7.2. Representations and Warranties of the Ministry

The Ministry represents and warrants to the Agency that;

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement and to validly exercise its right and perform its obligations under this Agreement;
- c) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- d) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

e) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects.

8. Obligations of the Ministry

Without prejudice to any other undertakings or obligations of the Ministry or its nominated agencies under this agreement, the Ministry or its nominated agencies shall perform the following:

a) To authorise the agency to interact with other/external entities such as the media agency, content agency etc.

9. Obligation of Agency

a) It shall perform the services as set out in Part II of the RFP No. BRICS/302/01/2025 and in a good and workmanlike manner commensurate with industry and technical standards.

b) It shall ensure that the services are being provided as per the agreed timelines.

c) Quality of the contract is largely dependent on deployment and performance of key personnel during execution of the contract, therefore, substitution of Key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better qualified and experienced personnel being provided to the satisfaction of the procuring entity.

10. Approval and required consent

The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the ‘Required Consents’) necessary to provide the services. The costs of such Approvals shall be borne by the Agency and no costs in addition to the amount quoted in the financial bid by the agency in response to RFP No. BRICS/302/01/2025 dated 04.11.2025 shall be borne by the Ministry.

11. Use of Assets by Agency

During the Term, the agency shall take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used and other facilities leased/owned/ operated by the Agency exclusively in terms of ensuring their usability for the delivery of the services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets.

12. Security

a) The Agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in relevant Govt of India Acts, rules and regulations and follow the industry standards related to safety and security, insofar as it applies to the provision of the services.

- b) The Parties to the Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any party) either to gain access to or interfere with the Ministry as the case may be or any of their nominees data, facilities or Confidence Information.
- c) As per the provisions of this Agreement, the agency shall promptly report in writing to the Ministry or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of the Ministry as the case may be.

13. Non-Disclosure of Contract Documents

Except with the written consent of the Ministry, the agency shall not disclose the agreement or any provision of the contract or information related to services thereof to any third party.

14. Governing law and Jurisdiction

The agreement is considered and made in accordance with the laws of the Republic of India. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of India and the courts in New Delhi shall have exclusive jurisdiction over all matters relating to the agreement.

15. Settlement of Disputes and Arbitration:

Guidelines issued by Department of Expenditure's OM No. F.1/2/2024-PPD dated 03 June 2024 will be followed for dispute resolution.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be 26. held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, and the Arbitration & Conciliation Amendment Act (2015) as amended up to date or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding

the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The Place/Seat of the arbitration shall be [New Delhi, India]. The Tribunal shall consist of three (3) arbitrators. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

As a norm, arbitration is restricted to disputes with a value of less than Rs. 10 Cr (Department of Expenditure’s Office Memorandum No. F.1/2/2024-PPD dated 03.06.2024).

16. Penalty Clause:

- f) If at any point of time in future, it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, the Ministry may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Ministry at its own discretion/satisfaction.
- g) It would be first and foremost the responsibility of the agency to ensure that the services are being provided satisfactorily and the Agreement is implemented as per agreed terms and conditions.
- h) In the event of delayed or unsatisfactory services by the Agency, the Ministry may charge penalty as per SLA below:

S. No.	Definition	Target	Penalties
1.	Deployment of Dedicated Team to Summits Division Secretariat, SSB	Within 10 days of award of contract	Delay of every 1 day after the 10 th day of award of contract will lead to a penalty of Rs. 25000/- each day (capped at Rs. 5 lakhs)
2	Submission of Timely Deliverables of required quality	Submission of deliverables as per quality specified in the RFP/by the Ministry within laid down timelines as specified by the Ministry	The Ministry may recover a sum from the Agency, by way of liquidated damages, equivalent to a minimum of 0.5% per week of the total contract value for any portion of services delayed/negligence in service/unsatisfactory quality of service. The maximum amount which shall be

			recovered would be 10% of the total contract value of the price for any portion of services delayed/negligence in service/unsatisfactory quality of service
3	Proof reading and final vetting of the language renditions	Without mistake	For any mistake regarding this, a penalty of maximum 10% of total award value would be imposed

- i) In case of abandoning of work or premature termination of work by the Agency, liquidated damages as well as compensation will be levied on the Agency, in order to cover the cost of hiring a new Agency for branding at additional cost.
- j) The Ministry shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Agency in the event of breach of the Agreement or for recovery of liquidated damages specified in this Clause 16 of the Agreement.

17. Timelines for Deliverables

17.1 Adherence to defined timelines for submission of deliverables/creative, as specified by the Ministry would need to be ensured by the agency.

17.2 Timelines are per following Evaluation matrix for deliverable would have to be adhered to by the Agency:

Sl. No.	Creative Component	Delivery Timeline
1.	Branding and Communications strategy/plan	Within 15 days of signing of contract
2.	Post-event high quality content and creatives for digital media from event footage to be provided by the Ministry	12-24(max) turnaround time
3.	Other deliverable including audio, video, print, outdoor, minor/other creatives	24-48 hours or as appropriately specified by the Ministry.

18. Termination:

18.1. Termination by the Ministry

- a) The Ministry may, by written notice of suspension to the Agency, suspend all payments to the Agency if the Agency shall be in breach of the agreement or shall fail to perform any of its obligations under the Contract including carrying out the services there under: provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure

within a period not exceeding 30(thirty) days after receipt by the Agency of such notice of suspension.

b) The Ministry may, by not less than 30(thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 27, terminate the Contract if:

(i) the agency fails to remedy any breach or any failure in the performance of its obligations under the contract, as specified in a notice of suspension, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Ministry may have subsequently granted in writing;

(ii) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 25 hereof;

(iii) the Agency submits to the Ministry a statement which has a material effect on the rights, obligations or interests of the Ministry and which the Agency knows to be false;

(iv) any document, information, data or statement submitted by the Agency in its bid, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;

(v) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(vi) as the result of Force Majeure, the Agency is unable to perform a material portion of the Contract for a period of not less than 60 (sixty) days; or

(vii) the Ministry, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

18.2 Payment upon Termination

Upon termination of the Contract, the Ministry shall make the payment to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Ministry) for services satisfactorily performed prior to the date of termination.

18.3. Effects of Termination

In the event that the Ministry terminated this Agreement pursuant to failure on the part of the Agency to comply with the conditions as contained in this Clause, the agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:

i) cease all further work, except for such work as the Ministry may specify in the notice of termination for the sole purpose of protecting that part of the work already executed;

ii) in addition, the Agency shall:

- deliver to the Ministry parts of the works/deliverables/ services executed by the agency up to the date of termination;

- to the extent legally possible, assign to the Ministry all right, title, and benefit of the agency to the deliverables/work/services, as at the date of termination, and, as may be required by the Ministry
- deliver to the Ministry, all non-proprietary drawings, specifications, creatives and other documents prepared by the agency.

19. Amendments

No provision of the agreement shall be amended or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of execution of the Agreement and is agreed to in writing by both the parties and duly executed by persons especially empowered in this behalf by the respective parties.

20. Patents and other Intellectual Property Rights

- a) All strategy reports, designs, curated content, audios, videos, and all other creatives and material (collectively referred to as the “Content”) prepared by the Agency pursuant to the Contract shall become and remain the property of the Ministry. All the intellectual property rights in the Content shall vest with the Ministry. Any Content, of which the ownership or the intellectual property rights do not vest with the Ministry under law, shall automatically stand assigned to the Ministry as and when such Content is created and the Agency agrees to execute all papers and to perform such other acts as the Ministry may deem necessary to secure its rights herein assigned by the Agency.
- b) The Agency shall, not later than termination or expiration of the Contract, deliver all Content to the Ministry, together with a detailed inventory thereof. The Agency may retain a copy of such Content. The Agency shall not use Content for purpose unrelated to the Contract without the prior written approval of the Ministry.
- c) The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- d) The Agency shall hold the Ministry harmless and indemnified from and against any suit, proceeding, or assertion of a third party against the Ministry based upon a claim that any or the system or part of the Content supplied by the Agency including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country’s national or international laws. If a claim pursuant to above occurs. Agency shall take all necessary remedial actions at its own cost. Agency shall indemnify the Ministry against any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries arising out of such claim.
- e) In case the Agency is using Third Party Intellectual Property Rights, there shall be no limitations on the usage of such rights during the contract period. If the Third Party imposes any limitations on the usage of such rights or otherwise, these shall be informed by the agency at the time of acceptance of work order of that specific deliverable and the Ministry shall be bound by such limitations only after expiry of the contract period if agreed upon mutually.

21. Pre-Integrity Pact Clause:

21.1. An "Integrity Pact" would be signed between the Ministry and the Agency. This is to be a binding agreement between the Ministry and the Agency for specific contracts in which the Ministry promises that it will not accept bribes during the procurement and services process and the Agency to promise that they will not offer bribes. Under this pact, the selected bidder for specific or contract agree with the Ministry to carry out the procurement and services in a specified manner.

21.2. Elements of the Pact are as follows:

- a) A pact (contract) between the Ministry (Principal) and the selected Bidder for this specific activity;
- b) An undertaking by the Principal (i.e. Summits Division) that its officials will not demand or accept any bribes, gifts etc. with appropriate disciplinary or criminal sanctions in case of violation
- c) A statement by Selected Bidder that it has not paid, and will not pay, any bribes;
- d) An undertaking by Selected Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as family members, etc. of officials): the disclosure would be made either at the time of signing of contract or upon demand of the principal, especially when a suspicion of a violation by that Selected bidder/contractor emerge;
- e) The explicit acceptance by Selected Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanction remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a Selected Bidding agency will be made "in the name for and on behalf of the company's Chief Executive Officer"

21.3. The following set of sanction shall be enforced for any violation by the Bidder of its commitments or undertaking:

- i) Denial or loss contracts;
- ii) Forfeiture of the bid security and performance bond;
- iii) Liability for damages to the Principal (i.e. Summits Division) and the competing bidder; and
- iv) Debarment of the violator by the Principal (i.e. Summits Division) for an appropriate period of time.

21.4. Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behaviours and compliance programme for the implementation of the code of conduct throughout the company.

22. Force Majeure:

- a) The Ministry may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. **“Force majeure”** as used herein means any event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force. Force Majeure shall not include (I) any event which is caused by the negligence or intentional action of a party or such party’s agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the contract, as well avoid or overcome in the carrying out of its obligations.
- b) In the event of and within fourteen (14) days after the occurrence of any cause constituting force majeure, the affected party shall give notice and full particulars in writing to the other party, of such occurrence or cause if the affected party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.
- c) On receipt of the notice or notices required hereunder, the party not affected by the occurrence of any cause constituting Force Majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligation under the Contract. This would not imply any compensation claims arising out of Force Majeure condition on either of the contracting parties.
- d) If the contractor is rendered unable, wholly or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under the Contract the Ministry shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Ministry shall be entitled to consider the Contractor permanently unable to perform its obligation under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of Force Majeure.

23. Payment Terms:

23.1. Terms of payment

- a) It will be mandatory for the Agency to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through electronic payment instead of payment through cheques.
- b) An advance payment of maximum of thirty percent (30%) of the contract value in not less than two instalments for allocated event(s) can be made by the Ministry, after signing of the contract, based on submission of bank guarantee of 110% of the said advance amount by the Agency. No interest/damages shall be claimed by the agency for delayed payment on account of any disputes.
- c) The payment will be made on monthly basis after proportional adjustment of the advance payment upon completion of satisfactory quality of work and final creatives approved/selected by the Ministry.

d) The Agency will submit pre-receipted invoice in triplicate, complete in all respects, every 30 days, for necessary settlement. The invoice should be submitted along with complete details of the work undertaken during the month, certification of satisfactory completion of work by the verticals concerned, bills as well as copies of the creative and publicity material designed/produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

e) The final payment under the Contract, shall be released only after completion of the required work for the duration of the Contract and on submission of a statement of work having been executed as per the requirements detailed in the RFP or communicated subsequently in writing by the Ministry.

f) GST shall be paid as applicable.

g) The payment will be made in local currency i.e. Indian Rupees.

h) The payment will be made as per the financial bid amount and per unit cost quoted. Payment will be calculated based on final deliverable at the end of every month. Iterations shall not be counted as separate items.

i) The Agency will submit monthly project reports by the 10th day of the subsequent month supported by a summary of work done during previous months. In addition, the Agency will provide information for review as and when required by the Ministry to brief the Ministry's Monitoring Committee about progress of work.

Note: A monitoring Committee of the Ministry will Conduct a periodic review of the Project activities and deliverables to gauge output and to approve activities for the forthcoming period.

j) The cost quoted in the financial bid shall remain fixed and not be subject to revision on account of variations in exchange rate, duties, levies etc.

k) Only applicable taxes shall be applied.

23.2 Statutory Duties & Taxes:

a) GST to be charged as applicable

b) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within Contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the bidder/Agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Ministry by the bidder/Agency. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the contractor.

c) The bid price will exclude all taxes and levies and shall be paid as per applicable rates.

24. Indemnification:

- a) The Agency shall indemnify the Ministry for an amount not exceeding 3 (three) times the value of the Contract for any direct loss or damage that is caused due to any deficiency in services provided by the Agency pursuant to the Contract.
- b) The Agency shall defend and indemnify the Ministry, its officers and employees from and against any damages to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees' negligence or willful misconduct.

25. Miscellaneous

25.1. Notices

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post or by email.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Summits Division
Ministry of External Affairs
Government of India
Sushma Swaraj Bhawan, Chanakyapuri
New Delhi 110021
Tel:
Fax:
Email:
Contact:

With a copy to:

Agency
Tel:
Fax:
Email:
Contact:

- c) In relation to a notice given under this Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- d) Either Party to this Agreement may change its address, telephone number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

25.2. Variations and Further Assurance

a) No amendments, variation or other change to this Agreement shall be valid unless authorised in writing. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.

b) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

25.3. Severability and Waiver

a) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

26. ASSIGNMENT

This Agreement is personal to M/S _____ and cannot be assigned to any third party otherwise.

IN WITNESS WHEREOF THIS AGREEMENT has been executed between the parties hereto by their authorised officers in two originals on the date and the year written above.

Signed and delivered
for & on behalf of
Ministry of External Affairs

Signed and delivered
for & on behalf of

..... Dr. Aman Puri JS(Summits) Ministry of External Affairs New Delhi Name:_____ Designation:_____
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Witness
Administrative Officer (Conference)
Ministry of External Affairs
New Delhi.