e-TENDER Ref. No.: HSDM/e-Tender/PR/480 Dated. 10.06.2021



# **Haryana Skill Development Mission**

Kaushal Bhawan, Plot no IP-2, Near Majri Chowk,
Sector 3, Panchkula, Haryana
Website: http://hsdm.org.in

# e-TENDER for

Hiring of Consultant / Agency for IEC (Information, Education and Communication) activities, Media, Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)" under Haryana Skill Development Mission

LAST DATE FOR SUBMISSION OF e-TENDER: 25/06/2021

# **Haryana Skill Development Mission**

Kaushal Bhawan, Plot no IP-2, Near Majri Chowk, Sector 3,
Panchkula, Haryana
Website: http://hsdm.org.in

# e-TENDER for Hiring of Consultant / Agency for IEC (Information, Education and Communication) activities, Media, Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)" under Haryana Skill Development Mission

Tender Reference	HSDM/e-Tender/PR/480			
Tender Website	https://hsdm.org.in and https://etenders.hry.nic.in/nicgep/app			
Date of availability of tender documents on website	10.06.2021			
Doubts and queries regarding Tender document should be sent by e-mail to dd.hsdm@gmail.com	16.06.2021			
Last date and time for submission of bids	25.06.2021 up to 17:00 pm			
Time and date of opening of Technical Bid	28.06.2021 at 10:00 am			
Place of opening of bids	1st Floor, Kaushal Bhawan, Plot no IP-2, Near Majri Chowk, Sector 3, Panchkula, Haryana			
Technical Presentation	To be intimated later			
Opening of financial bids	To be intimated later			
Address for communication	1st Floor, Kaushal Bhawan, Plot no IP-2, Near Majri Chowk, Sector 3, Panchkula, Haryana			
Estimated Cost of Tender	Rs. 94 Lakhs			
Cost of the Tender Document	(I) For Haryana based Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME - 2016" notified vide G.O. No. 2/2/2016-41 BII(1) dated 20-10-2016/	NIL		
	(II) For remaining bidders both from the Haryana and Non Haryana	Rs. 5,000/-		

e- service Fees	Fo	Rs. 1,180/-	
EMD	(1)	For Haryana based Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
LIVID	(11)	Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	NIL
	(III)	For remaining bidders both from the Haryana and Non Haryana	Rs. 2,00,000/-
Method of Selection	Quality & Cost Based Selection (QCBS) procedure (Weightage: 70% Technical & 30% Commercial/Financial)		

The tender document can be downloaded from the website of Haryana Skill Development Mission: https://hsdm.org.in and https://etenders.hry.nic.in/nicgep/app.

Interested bidders are advised to regularly visit the website in order to update themselves with regard to any change or additional information related to the tender.

HSDM reserves the right to re-issue again/amend/cancel this tender, amend the tentative schedule and critical dates of participating in the tender. It is the sole responsibility of prospective bidders to go through HSDM website (https://hsdm.org.in) from time to time for any updates.

#### **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Haryana Skill Development Mission (here forth referred to as HSDM in this document) 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 and is not an invitation by the Employer to the prospective Agencies/Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. 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 Employer, 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 bidder (Agency/consultant/ developer/ Supplier, etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The HSDM and 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 run just 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 HSDM also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The HSDM 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 Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the HSDM reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The bidder shall

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

# **CONTENTS OF RFP**

S. No.	Description
1	Notice Inviting Tender
2	Section-I: Short terms and definitions
3	Section -II: Detailed Tender Notice
4	Section -III: Scope of the work
5	Section – IV: General Condition of the RFP/ Agreement
7	Section V : Instruction to Bidders
8	Section VI : Formats for submission of proposal

# **RFP PART-I: Notice Inviting Tender**

e-TENDER for Hiring of Consultant / Agency for IEC (Information, Education and Communication) activities, Media, Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)" under Haryana Skill Development Mission

Haryana Skill Development Mission (HSDM) was established in May 2015 by State Government with an aim to empower youth to take part in the economic and all round growth of HARYANA and INDIA. The Mission acts as the nodal agency in the state of Haryana to ensure organization of skill training programs for the rural and urban youth through empanelled training partners. HSDM integrates the efforts of various departments and public and private stakeholders engaged in skilling the youth of the state through skill development schemes such as PMKVY, SURYA, Driver Training, SAKSHAM YUVA, SAMARTH, etc. and bring necessary scale, synergy, oversight and effective coordination in their implementation

HSDM is also entrusted with responsibility to drive a 'Skills Acquisition and Knowledge Awareness for Livelihood' (SANKALP) scheme in Haryana. SANKALP scheme is a centre and state funded scheme conceptualised by Ministry of Skill Development & Entrepreneurship (MSDE), Government of India, with a special focus on decentralised planning and quality improvement. 2 key components of SANKALP scheme include:

- •Institutional Strengthening at the National and State Levels for Planning, Delivering, and Monitoring High-quality Market Relevant Training
- •Improved Quality and Market Relevance of Skill Development Programmes. Within this component it is mandated that media campaigns and events be rolled out to connect with youth and educate them on skill based careers and opportunities. It is also recommended to hold monthly industrial road shows on training placement and apprenticeship, organize 2 events for felicitation of training partners, etc.

An e-TENDER is invited by HSDM to utilize services of credible professional agencies for a period of one year (which may be extended at the discretion of HSDM on same Terms & Conditions for maximum of further 2 years subject to satisfactory performance to be reviewed periodically) for producing original creatives, content TVCs, promotional material, media management, managing public relations and events management. The agencies will provide professional services including Strategic as well as Tactical Media Planning Strategy and Formulation, including strategies for digital media, electronic media, print media, outdoor Bidder's Sign and Stamp

media, content creation, networking, management, etc. as under the direction of HSDM on case to case basis. The proposal/bids are invited from credible professional agencies/firms, for this purpose. The scope of works to be taken by the agencies have been broadly spelt out in Section - III.

The agency/firm must have in-house organizational and production capability. All other requirements such as manpower, tools, applications, creative content, advertising etc. will have to be met by the Agency. Agency must have expertise in the activities as desired to be performed in accordance to the Scope of Work. The entire data and intellectual property generated from the activity will be owned fully by the HSDM. The firm has the responsibility to store the same and provide it to HSDM on a weekly basis or as & when demanded. Agency will be completely responsible to maintain the 1.Back-up, 2. Storage and 3. Recovery mechanism. The agency will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the HSDM. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the firm/agency. All the real and virtual creations will be the property of HSDM and IPR will vest with HSDM. The agency/firm will also ensure that all the creations submitted by them to the HSDM are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the Agency.

# PROCEDURE, TERMS AND CONDITIONS

- It is the responsibility of the bidder to ensure that the bids are submitted on time.
- HSDM reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
- HSDM reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the HSDM.
- HSDM reserves the right not to accept bid(s) from agency(ies) resorting to unethical practices or
  on whom investigation/enquiry proceedings have been initiated by Government investigating
  Agencies/Vigilance Cell.
- All information contained in the TENDER, or provided in subsequent discussions or disclosures, is
  proprietary and confidential. No information may be shared by the bidder with any other
  organizations/agencies.
- The Agency selected is not supposed to use its name, logo or any other information/ publicity on content published on any media/advertising platforms of HSDM.
- The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- All material, creatives, etc. used in execution of the awarded works will be property of the HSDM.
   Content shared online must be copyright protected.
- All the real and virtual creations will be right of HSDM and Intellectual Property Rights (IPR) will vest with HSDM.
- No increase in the prices would be allowed during the contract period.
- HSDM shall deduct Income tax at source as per relevant income tax rules (TDS and GST TDS as applicable) and shall provide TDS certificate for the same.

#### RFP PART-I: SECTION-I SHORT TERMS AND DEFINITIONS

- 1. The words "HSDM", "Client", or "Employer" mentioned in the RFP shall mean explicitly /implicitly, Haryana Skill Development Mission represented through its Mission Director and shall also mean other official(s) concerned of HSDM formally or informally declared/advised/instructed by Mission Director to act and perform the duties of HSDM on behalf of, "Mission Director" for any parts(s)/Portion(s) of the work or for the whole work. The word, HSDM shall also mean the various committees of HSDM.
- 2. "Govt." or Govt. of Haryana or any other Dept." Or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
- 3. After the tender is finalized and accepted the words/ expression; selected bidder, selected consultant, selected agency, consultant, Consultant, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "agency/consultant".
- 4. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
- 5. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the agency during the defect liability period of 365 days from the date of completion of the original works.
  - 6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
  - 7. "Last three financial years" means 2020-21, 2019-20 and 2018-19.

#### **RFP PART-I: SECTION-II**

#### **SCOPE OF WORK**

#### Introduction

Haryana Skill Development Mission (HSDM) was established in May 2015 by State Government with an aim to empower youth to take part in the economic and all round growth of HARYANA and INDIA. The Mission acts as the nodal agency in the state of Haryana to ensure organization of skill training programs for the rural and urban youth through empanelled training partners. HSDM integrates the efforts of various departments and public and private stakeholders engaged in skilling the youth of the state through skill development schemes such as PMKVY, SURYA, Driver's Training, etc. and brings necessary scale, synergy, oversight and effective coordination in their implementation.

In order to take forward HSDM projects/events with new focus, the HSDM would like to utilize the services of an Agency for event management, designing and producing original creatives, content TVCs, promotional material, PR and Networking activities. The agencies will provide professional services including Strategic as well as Tactical Media Planning Strategy and Formulation, including strategies for event management, digital media, electronic media, print media, outdoor media, content creation, networking, management, etc as under the direction of HSDM on case to case basis.

HSDM is also entrusted with responsibility to drive a 'Skills Acquisition and Knowledge Awareness for Livelihood' (SANKALP) scheme in Haryana. SANKALP scheme is a centre and state funded scheme conceptualised by Ministry of Skill Development & Entrepreneurship (MSDE), Government of India, with a special focus on decentralised planning and quality improvement. 2 key components of SANKALP scheme include:

- •Institutional Strengthening at the National and State Levels for Planning, Delivering, and Monitoring High-quality Market Relevant Training
- •Improved Quality and Market Relevance of Skill Development Programmes. Within this component it is mandated that media campaigns and events be rolled out to connect with youth and educate them on skill based careers and opportunities. It is also recommended to hold monthly industrial road shows on training placement and apprenticeship, organize 2 events for felicitation of training partners, etc.

#### Tasks:

(i) Providing market insight in advertising, PR and media relation activities as per the latest trends in skill development sector

- (ii) Develop concepts based on the market insight for various events/projects
- (iii) Provide art works/ creative based on concepts
  - (iv)Identify best channels to promote the events and projects of HSDM
  - (v)Produce audio/video as per the direction of HSDM
  - (vi)Publish content on different media channels under the guidance of HSDM
  - (vii)Manage event-based PR and Networking activities and others as per the direction of HSDM
  - (viii)Manage events as per directions of HSDM

#### **SCOPE OF WORK**

An indicative scope of work is mentioned below, and it should be deliverable by the selected agency in its entirety, however the list is not exhaustive and additional task may be given as per the direction of HSDM and is on case to case basis.

- 1. communication strategy
- 2. Content development and Management
- 3. Concept Development and Art Work/ Creative Creation
- 4. Event Management
- 5. Media Management
- 6. Public Relations and Networking
- 7. Production of content for PR and advertising
- 8. Branding
- 9. Additional services

#### 1. Communication strategy

• To develop communication strategy for SANKALP

#### 2. Concept Development and Art Work/ Creative Creation

- As per the direction of HSDM, for the print advertisement of any event, festival, fair, competition, etc. the agency shall develop at least 3 concept and 3 art work each for the approval
- As per the direction of HSDM, for the advertisement of any event, festival, fair, competition, etc. through brochures, posters, standees, backdrops, maps and any other outdoor and indoor promotional material the agency shall develop at least two concept and three artworks each for approval
- As per the direction of HSDM, for the radio advertisement of any event, festival, fair, competition, etc. the agency shall develop concept and create at least 3 first cut of radio jingle for the approval
- As per the direction of HSDM, for the video advertisement (30sec/60sec/90 sec ) of any event, festival, fair, competition, etc. the agency shall develop at least two concept and a premise, outline and rough story board for each concept for the approval
  - As per the direction of HSDM, for creating short promotional film (ranging from two

mins to 10 mins) of any event, festival, fair, competition, etc. the agency shall develop at least two concept and a premise, outline and rough story board for each concept for the approval

- As per the direction of HSDM, for any other internal/external communication drive the agency shall develop two concept and create at least two templates each (newsletter, presentations, PDF forms, etc.) for approval. Each template shall contain at least design for four pages/ slides whichever is the case.
  - Creation of any other concept and artwork as directed by HSDM on case to case basis

#### 3. Event Management

- 1. Events Planning: The agency shall be responsible for creative conceptualizing, planning, budgeting and execution for the events (which may include but not limited to activities such as seminars, conferences, rallies, drives, road shows, street plays, thematic / cultural programs / knowledge sharing events, competitions, awards, etc.) to be taken up by the authority and as listed below:
- Co-ordination with respective Ministries / Agencies of the State government (s) and Government of India
  - Hospitality management as and when required
- coordination in End-to-End logistics management (including commuting to venue & back, Airport/ Road/ Railway station transfers, event catering food & beverage arrangements at the venue, to & fro movement of equipment/machinery, tools, consumables for events, etc.) as and when required
- Venue management (Infrastructure Arrangement for VIPs, Visitors, 24 hrs Security Services, adequate lighting, flooring/carpet, fire safety, water inlet & outlet, compressed air, waste disposal & recycling, etc.) as required
  - Propose colour theme for events
  - Background designs for the Stage
- 2. Promotion & Media management for Events: The agency shall promote the named events that are happening in the state and shall also promote the newly identified events that are taken up by HSDM. The agency shall also assist the media management during events which includes photographs, narratives, etc.
- Promotional Videos: Video Films in both Hindi and English for any event as decided by HSDM (Video length 1 to 3 minutes)
  - Teaser films (Video length 30 to 60 seconds)
  - State Pitch Video (Video length 8 to 15 minutes)
  - Scheme/sectoral Films on focus schemes/sectors (Video length 4 to 8 minutes)
  - Design & development of TV Advertisements
  - Design & development of Newspaper Advertisements in regional and national media
  - Design & Development of outdoor advertisements such as hoarding/Banners & Standees
  - Souvenirs

- Preparation of video clip summarizing the event
- Brochures/Flyers/Booklet designing for the knowledge partner as per the requirement
- Feeds for online media
- 3. Coverage of the events: The agency shall manage the tracking and submission of online, print & electronic coverage of the events.
- 4. Content Designing: Designing and printing of creative for various events. However, printing of flyers, posters, banners, hoardings, flex etc. for the events shall be under taken by HSDM; subsequently cost of printing shall be borne by HSDM.
- 5. Organize Press conferences, Preparation of Press Releases, Press Reports, Press kit and co- ordination with Print and Electronic Media
- 6. Facilitate state level/national level media partnerships/ alliances and time-bound deliverables around the event

#### 3. Media Management

The agency must identify the appropriate media or a combination of different media for the best representation of the projects and various promotional activities involving communities and stakeholders, with a vision to:

- 1. Strengthen the awareness and encouragement on the effective utilization of HSDM schemes for the beneficiaries.
  - 2. Strengthen the media engagement locally and nationally
- 3. Strengthen the civic engagement in HSDM schemes through publications focusing on quality public awareness around projects and civic issues in and around project areas.
- 4. Strengthen the process of exchange of ideas and best practices from other states skilling Missions and established projects.
  - 5. Strengthen the unified voice of media towards righteous acceptance of schemes.
- 6. Strengthen the publication of the projects through conferences, workshops, media coverage and publications.

# 4. Miscellaneous

- a. Assist HSDM to conduct Youth/ Yuva Melas with media experts at educational institutions promoting skill development and youth engagement for the assigned project(s)/event(s).
- b. Design a strategy to utilize HSDM social media platforms for greater reach and dissemination information for the assigned project(s)/ event(s); and for receiving the feedback

from citizens for improvement of project scope.

- d. Create and link the audio/ visual content (project videos/short documentary movies) around for the assigned project(s)/ event(s) on YouTube, Facebook, Instagram, Twitter, Blogs; the link to be widely shared on all concerned social media and other platforms.
- e. Provide Creative and conceptual posts and gifs to make communication better for the assigned project(s)/ event(s)
- f. Assist HSDM in collating the mobile number database of youth of Haryana from different sources for the assigned project(s)/ event(s).
- g. Utilize actively the data base to effectively communicate on schemes or services related to the assigned project(s)/ event(s).
- h. Carry out the requisite survey methodologies to capture the citizen/project beneficiary perceptions at various stages of the projects as required by HSDM.
- i. Share the audio-visual content of promotional events with TV media on the same day for telecasting; and upload the YouTube link of TV coverage on concerned online and social media platforms.
- j. Make qualitative PowerPoint Presentations on every project and its promotional activities, for HSDM schemes' related meetings, conferences, etc.
- k. Make Creative contents for the assigned project(s)/ event(s) in an innovative, ecofriendly and cost effective manner.
- I. Assist HSDM by encouraging state's/nation's literary figures and important celebrities to write for the assigned project(s)/ event(s).

#### 5. Radio

- a. Disseminate the pre-event information for the assigned project(s)/ event(s) especially campaigns and competitions through FM/AM radio channels.
- b. Engage frequently with radio broadcasters in a cost-effective manner customized sponsored program, intensive awareness program, interviews, etc.
- c. Identify appropriate slots to convene quarterly interviews of HSDM authorities, skilling experts, celebrities, to address on HSDM schemes and the positive impacts of the schemes on youth of Haryana.
  - d. Assist in promotion of HSDM schemes and events Live from venue by radio jockeys.
- e. Find all possible ways to ensure best promotion of HSDM schemes and other good works

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through radio.

The agency shall work in selection and finalization of television channels, radio channels, print publications, websites & portals, outdoor sites, etc. in the identified target markets as per below.

- a. The selected agency shall be responsible for developing media plan, refinements and amendments as directed/needed by HSDM during the entire course of specific activity.
- b. The selected agency shall study and provide details of the target market to HSDM for better placement and promotion of the said activity across various media.
- c. The media plan by the selected agency may include one or combination of various media channels as per the reach of the channel, need of the activity and target audience such as print media, wireless media, electronic media, outdoor platforms, etc.

# 6. Public Relations and Networking

- As per the direction of the HSDM, the selected agency shall involve in the PR and networking activities for events, promotions, festivals, fairs, etc. on case to case basis.
- The agency shall suggest HSDM regarding new and better ways/channels of increasing PR and Networking among the industry and support HSDM in deciding and onboarding such initiatives.
- The agency shall manage and organize networking lunch and diners, press meets, interview opportunity, etc. for HSDM on specific events and case to case basis.
- The selected agencies shall create PR and networking related content such as press release, media kit, handouts, etc. for specific events as per the direction of HSDM
- Coordinate with reputed state & national main stream Hindi media for coverage of for the assigned project(s)/ event(s).
- The selected agency shall work and generate pre-event buzz for the events of HSDM or any other under the direction of HSDM and based on the timeline as suggested by HSDM

# 7. Production of content for PR and advertising

Content development is of core importance in the communication strategy and hence the agency must be prudent and careful in drafting the news, creative for the assigned project(s)/event(s) in line with the principles of Haryana Skill Development and requirements from authority.

The most important aspect for a successful communication would be to develop content in both Hindi and English language – especially for events; and the agency must create a working participatory network with local/vernacular media.

a. The agency shall produce appropriate creatives for the different markets and segments as per the need of the event and direction of HSDM

- b. The selected agency shall design and print of promotional material in English, Hindi and any other language (as required) and provide the designs in softcopy.
- c. Content developed by any agency shall be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc. the failure of which shall be considered an incomplete execution of the Work Order.
- d. The production of creative are as below, however the list and tasks are not exhaustive and may increase or add on case to case basis
- (i) The selected agency shall produce publicity material such as print advertisements, brochures, banners, standees, backdrops, signages, leaflets, etc. based on the approved artwork/ creative
  - (ii) All printed material to be of high quality and as per the direction and satisfaction of HSDM
- (iii) The images used for the designing of the publicity material shall be of 4K resolution either acquired or original
- (iv) For creation of video and TVC the agency shall either create original or acquire existing footage videos of 4k resolution.
- (v) The agency using any image or video footage, either acquired or shot (original) shall be authentic and shall provide no objection certificate from the photographer/owner/ person, etc. captured in the image or video.
- (vi) For creation of video or TVC the agency shall provide detailed script and storyboard for approval from HSDM
- (vii) The agency shall submit a detailed report of any promotional activity taken by them under the directions of HSDM. Also, the agency shall provide all creative produced for the specific event which shall include banners, brochures, 4k images, final cut of the video, raw footages, actual permissions, contact of the concerning person, etc. in a DVD/pen drive separately along with the report to HSDM.

Key deliverables to include the following:

- a. Prepare press release, news articles, messages, write-ups and features for publications on mainstream print media in consultation with HSDM.
- b. Design books, brochures, folders, newsletter, posters, advertisements, creative, smart board media, hoardings, etc. in consultation with HSDM for the assigned project(s)/ event(s). To ensure materials used for promotions are only eco-friendly and reusable.
  - c. Produce online creative in rich text media for the assigned project(s)/ event(s).
  - d. Prepare Power Point Presentations, flash messages, etc. in all digital formats for the

various road shows / Government presentation, award ceremonies, social media, etc. for the assigned project(s)/ event(s)

- e. Replicate creative produced for print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites & portals etc. for the assigned project(s)/ event(s).
- f. Prepare questionnaires for various interaction platforms for appropriate delivery of content online & mobile surveys and expert interviews on TV, radio, etc. for the assigned project(s)/ event(s)
- g. Design and print creative/illustrations on various aspects of HSDM for release of advertisement for the assigned project(s)/ event(s).
- h. Undertake any other creative work that may be needed for the assigned project(s)/ event(s).

#### Note:

Any publication or communication material to be published in public domain only after approval from Mission Director, HSDM. The entire data and intellectual property generated from the activity will be owned fully by the HSDM. The firm has the responsibility to store the same and provide it to HSDM on a weekly basis or as & when demanded. Agency will be completely responsible to maintain the 1.backup, 2. Storage and 3. recovery mechanism. The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the HSDM. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the firm/agency. All the real and virtual creations will be the property of HSDM and IPR will vest with HSDM. The agency/firm will also ensure that all the creations submitted by them to the HSDM are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the Agency. All the real and virtual creations will be right of HSDM and Intellectual Property Rights (IPR) will vest with HSDM. All electronic content (text, photo, video or otherwise) to monitored. All Intellectual Property displayed on these platforms and application shall belong to HSDM exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with HSDM.

No content shall be put on the social/online/print/digital media sites without prior approval from HSDM.

# 8. Branding

- 1. Prepare a comprehensive strategy for branding of for the assigned project(s)/ event(s), as approved by HSDM.
  - 2. Integrate and complement the assigned project(s)/ event(s) with the overall branding strategy.

- 3. The Agency shall collect all necessary data required for development of Branding Strategy; and promotion of branding can be undertaken through competitions.
- 4. Monitor the presence of, and discussion about, brand HSDM in social and political circles for the assigned project(s)/ event(s).
- 5. Create logos, slogan, brand name and a creative and assertive name to every promotional events and media articles
  - 6. Produce exceptional thematic project videos as per inputs from HSDM.
- 7. Ensure that the publications of HSDM reaches state and nation; and also, to concerned Government departments/ ministries and their online/social media sites.

HSDM logo and Brand Name must be a core aspect of every representation of its constituents—4Ps- Projects, Promotions, Products and Publications. Youth of state must be able to connect with the righteousness of HSDM schemes through the best marketing options especially the eco-friendly and sustainable goods and services mode.

#### 9. Additional services

- Designing and distributions of invitations.
- b. Assist in Printing of invitation, conference note pads, information booklets, telephone directories, etc., including digital printing, electrostatic printing, embossing, letterpress, offset lithography, and screen printing.
- c. Assist in Printing of lapels, identity cards / badges, mini booklets for programs, files / folder covers, letterheads, delegates' bags /folders, etc., access badges with RFID/QR codes/other as per the guidance of HSDM.
- d. Preparation of documents from information generated before, during and after the event.
- e. Creating backdrops and signages at the conference venue, airports, various points in the state, flags, welcome arches on approach roads. The agency shall develop good quality graphic content for the signages.
  - f. Undertake correspondence and allied communication services.
- g. The agency may be asked to take up and provide services on tasks of campaigns and promotions under the guidance of HSDM such as creating media kit, event kit, multimedia presentations, conference labeled pen drives, event brochures, scheme brochures, etc. on case to case basis

#### 10. Additional

- The Agency will regularly interact and network with the HSDM for work, which at times may be at very short notice.
- For any activity relating to the Media Planning, Media Strategy, Promotion, Advertising, PR and Networking the HSDM may seek advice from agency.

- It may be noted that the cost of preparing the basic concept and creative/artwork are not reimbursable by HSDM and is for selection purpose only.
- The cost of any audio visual production of content &/execution of any activity as included in the scope of work in this tender document will be as per DAVP/DPR rates or the best available commercial rates as per agreement with HSDM if DAVP/DPR rates are not available.
- The agency is required to provide professional, objective, and impartial service and always hold the HSDM's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- The agency has an obligation to disclose any situation of actual or potential conflict that impacts or may impact their capacity to serve the best interest of HSDM, or that may be reasonably perceived as having this effect.
- Any agency must observe the highest standards of ethics during the selection and execution of the work allotted (if selected).

#### Note:

The following cost for the out of scope work shall be borne by the authority and hence shall be reimbursed to the Agency on actual basis and on prior approval of HSDM; or the entire task to be taken up by HSDM.

- 1. Printing and Circulation of publications and IEC materials.
- 2. Audio Visual Production
- 3. Paid Social Media ads
- 4. Branding and Advertisements through various media channels.
- 5. Procuring products for merchandising.
- 7. Purchase of Database of Mobile users through Third Party.
- 8. Events expenses

# **RFP PART-I: SECTION-III**

# **Detailed Tender Notice**

# a. Prequalification Criteria

S. No.	Pre- Qualification criteria	Supporting document
	The bidder must be a company registered in India	
1	under the companies Act, 1956/2013.	Certificate of incorporation.
2	Bidder should have an average annual turnover of more than Rs.1 Crore during each of the last 3 financial years as Media and PR agency	Attach Balance Sheets & documents certified in original by Chartered Accountant with UDIN No., Provisional B/S duly certified
	Bidder should have experience of executing works	
	as Media and PR agency/creative agency in any	Self-attested Copy of Work Orders & Work
	Ministry/State/ Central Govt./ UT	completion certificates from clients along with
3	Administration/Semi-Government Organization/	documentary proof (if any)
	PSUs in the last 3 years.	
	The bidder shall submit a self-declaration for	
	being not under legal action for corrupt or	
	fraudulent practices (blacklisted) by any	
	Ministry/State/Central Govt./ UT of	Self-Attested Declaration by Authorized
4	Administration/ Semi-Government	Signatory
	Organization/ PSU.	
5	The bidder should have a valid GSTIN.	Copy of the certificate of GSTIN.
6	Tender e-service fee	To be submitted online
7	Tender EMD	To be submitted online
8	Consortia/Tie Ups/ JVs / Subcontracting of any kind not permitted	Would lead to automatic disqualification

Relevant documents as specified above need to be attached.

NOTE: Proposals not conforming to the above requirements shall be rejected.

# b. Technical Eligibility

The bidders are required to meet the below mentioned eligibility criteria.

S.NO.	Parameter	Max. Marks	Required Document
1	Company Competence (Refer section on Technical Bid Evaluation for detailed point system)	20	Audited Financial Statement/Auditor Certificate to be submitted.
2	Previous experience of handling relevant consultancy projects for Central/State Govt. Organizations/PSUs during last 3 financial years with minimum value of work order at Rs. 25 lakh.	20	Proof of experience in the form of client citations/work orders to be submitted.
3	Qualifications & experience of the team proposed to be associated exclusively for requirements by HSDM.	20	Qualification and experience certificates duly self-attested
4	Technical presentation	30	Presentation on Methodology and Approach of their previous Projects, Detailed Project Plan, Quality of service, etc.
5	Innovation	10	Attested copies of the certificate to be Submitted
	Total Points/Marks	100	
	Cut off Points for Qualifying	80	Bidder should obtain at least 80 marks for technical qualification

Besides above following need to be ensured:

- EMD, cost of tender document is as per requirement.
- e-service fee as per requirement.
- Annexures and forms

NOTE: Proposals not conforming to the above requirements shall be rejected.

Preference may be given to Agencies operating in Haryana.

Any condition of the Bidders sent along with the bids, if any, shall not be binding on HSDM and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by HSDM.

#### **Technical Bid Evaluation**

Only those Bidders who have fulfilled the pre-qualification criteria will be evaluated further. The cut- off marks for short-listing based on the technical evaluation is 80% of total marks. Based on the bid evaluation, only technically qualified Bidders scoring equal to or more than cut-off marks shall be short-listed for further process. If less than two Bidders qualifies the technical evaluation, the authority at its discretion may relax the norms for technical evaluation.

# **Technical Evaluation - Detailed Marking System**

Detailed Parameters	Marks	Requirement
Company Competence  Average annual turnover of Bidder during the each of the last 3 financial years (FY 2018-19, FY 2019-20 and FY 2020-21) from PR, Media strategy design and execution works  More than INR 1 crore and up to INR 3 crore: 10 marks  More than INR 3 crore and up to INR 5 crore: 15 marks  More than INR 5 Crore: 20 marks	20	Audited Financial statements with Auditor's certificate (with CA's Registration Number/Seal) for source of revenues from PR Agency and Media strategy design and execution works of the bidder for FY 2018-19, FY 2019-20 and FY 2020-21
Previous experience of handling PR, Media strategy design and execution projects for Central/State Govt. Organizations/PSUs during last 3 financial years  Minimum value of single work order being Rs. 25 lakh during the last 3 financial years - 10	20	Work Orders/ Service Agreement or Completion Certificate from the client/ relevant certificate

Minimum value of single work order being more than Rs. 25 lakh during the last 3 financial years - 20		
Technical Presentation Understanding of the project Project Analysis Approach and methodology Creative renditions	30	Presentation Demo
Innovation	10	Innovative solutions for implementation of policies / programs in more efficient way/ Suggestions to the department for better implementation of the programme.
Resource Profile	20 (bifurcation as below )	
Project Manager -MBA with minimum experience of 8 years with media and PR Agencies ( 2 marks ) -MBA with more than 8 years' experience with media and PR Agencies ( 4 marks )	4	relevant CV in the required format submitted duly attested
Client Servicing Manager / operations head -Post Graduate with minimum experience of 5 years with media and PR Agencies ( 2 marks ) -Post Graduate with experience more than 5 years with media and PR Agencies ( 3 marks )	3	relevant CV in the required format submitted duly attested
Social Media Manager -Graduate / Post Graduate / Diploma in Digital Marketing with minimum experience upto 5 years ( 2 marks ) -Graduate / Post Graduate / Diploma in Digital Marketing with experience of more than 5 years ( 3 marks )	3	relevant CV in the required format submitted duly attested
Senior Designer for Campaigns - Post Graduate in Commercial Art / Mass communication/ Social work/ MBA or equivalent at least 10 years' of relevant work experience in heading creative department for advertising / media and communications with demonstrated experience	3	relevant CV in the required format submitted duly attested

in devising communication campaigns - minimum experience upto 10 years (1 mark) - experience more than 10 years (3 marks)		
Junior Designer  -Post Graduate in Commercial Art / Mass communication/ Social work/ MBA or equivalent with at least 5 years of relevant work experience in heading creative department for advertising / media and communications with demonstrated experience in devising communication campaigns  - minimum experience upto 5 years (1 mark)  - experience of more than 5 years (2 marks)	2	relevant CV in the required format submitted duly attested
Media Manager  Post Graduate in Mass communication/ Social work/ MBA/ marketing/ journalism or equivalent with at least 5 years' of relevant experience of mass media management for govt. and non-govt. sector.  - minimum experience upto 5 years (1 mark) - more than 5 years (3 marks)	3	relevant CV in the required format submitted duly attested
Content Writer / Copy Writer ( Hindi and English ) -Post Graduate in Mass Media Communication/ MBA in marketing/ journalism or equivalent with knowledge of CRM social media with at least 4 years' of relevant experience in conceptualizing /managing content for campaigns for social causes - minimum experience of 4 years ( 1 mark) - More than 4 years ( 2 marks)	2	relevant CV in the required format submitted duly attested

# Note:

- a. The documents required as proof for technical marking must be submitted as client citations or work orders or letter of declaration signed by the client or Contracting Agency.
- b. The team composition format needs to be filled duly signed and stamped along with form 11 in the RFP
- c. Bidder should give presentation (approx. duration of 30 Minutes) with respect to above technical evaluation criteria after opening of the Technical Bid.
- d. The tender evaluation committee reserves right to visit bidder's customers where such similar project execution has taken place.

# **Team Composition**

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

# **Shortlisting Process:**

Scores obtained by agencies against above criteria shall be prepared from the highest score to the lowest; and all those technically qualified shall be declared eligible for opening of financial bids. The same shall be intimated via e-mail or personal contact for opening of the financial bids.

#### **Final Evaluation**

- Bidder who scores equal to or more than 80% of the total marks in Technical Qualification will qualify for the Commercial Evaluation.
- Final evaluation shall be done on "Quality & Cost Based Selection" method (QCBS).
- A composite score shall be calculated for technically qualified bids only. The weightage for the composite evaluation shall be awarded as below:-
  - Technical 70%
  - Financial (/commercial) 30%
- Bidder with the highest final Score (FS1) (Final Score = TS\*0.70 + CS\*0.30) will be considered as successful bidder (rounded off to 2 decimal places).
- In case of a tie in the final score, the bidder having highest technical score will be considered eligible for award of contract
- No Post-tender negotiation with any bidder including successful bidder shall be allowed.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

# **Period of Contract**

The period of engagement shall be for one year from the date of signing of contract, which may be

Bidder's Sign and Stamp

extended at the discretion of HSDM on same Terms & Conditions for maximum of further 2 years subject to satisfactory performance to be reviewed periodically.

#### **Additional Terms & Conditions of contract**

- 1) No charges will be paid for creative to the agency during the process of finalizing the assignment. Translation of the Advertisement matter wherever required, will be done by the Agency free of cost and the Agency will be responsible for the same.
- 2) The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to HSDM. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. HSDM reserves the right to impose penalty in case of any violation of the above.
- 3) The agency is liable to execute all kinds of assignments as outlined in the Scope of Work of this tender document.
- 4) Artwork/Commercial once selected will be the property of HSDM and it can be repeatedly used in different media like print, outdoor, electronic, Internet, Social Networking Sites etc without seeking permission from the concerned agency or paying any commission. Agency has to provide original soft copy (open file with fonts) of the Artwork to HSDM The agency can't use the concept, artwork, picture, film and jingle for other clients once HSDM selects it.
- 5) The representative (s) of the Agency will collect the matter personally from HSDM and the Agency will arrange to get it published/aired/mounted in the desired media, on desired dates and on the defined page (s)/time band. The artwork/concept submitted after the stipulated timeline will not be entertained for further selection.
- 6) If the Advertisement is misprinted or published/aired/mounted differently from the approved one, the Agency will publish corrigendum/correct Advertisement according to work order etc, thereof at their own cost at the earliest (within a week).
- 7) The agency/firm must submit their bill/invoices (inclusive of required deliverables/certificates) within 30 days from completion of the work/assignment, however, on ending of financial year the timeline shall be decided according to nature of assignment.
- 8) HSDM reserves the right to make necessary modification to the selected artwork, concept, film etc and the concerned advertising agency will be required to carry the modifications suggested in the artwork.
- 9) Agency shall ensure that they have the copyrights of photographs/designs etc., that they use and HSDM shall not be responsible for any copyright violation.

- 10) Charges for specific activities like production of films, audio-visual material designing of Brochures and Public Relations activities, event management, etc, will be considered on case to case basis which will be decided with the prior approval of HSDM.
  - 11) HSDM may not assign any such task which falls under the category of sole right media agencies.
- 12) The agency will be required to provide services in Panchkula for which a well-equipped office should be made functional to fulfill the requirements of the department.
- 13) The performance of the agency shall be regularly reviewed on the key parameters of creativity, initiative, competency and response time. In the event that any agency fails to meet the requirements, HSDM shall be constrained to terminate the contract with a notice period of 15 days minimum provided proper explanation from the agency is sought before notice.
- 14) Hired Agency will not be allowed to engage any other sub agency or transfer the empanelment to any other agency.
- 15) HSDM being a service organization, many of the requirements could be of emergency nature. The agency will have to respond to such demands at short notice despite holidays/beyond office hours.

# **Negotiations**

Negotiations, if needed, from agency once engaged for executing the tasks/projects as desired by HSDM as per tenders issued at later dates during the tenure of this contract, shall be as per the Haryana State government policy No. 2/2/2010-4-IB-II dated 16th June 2014 as amended from time to time. The said policy document is available at the following url: <a href="http://dsndharyana.gov.in/en-">http://dsndharyana.gov.in/en-</a> us/Purchase/Rules-instruction-and-procedure/ Instructions/Policy-guidelines-for-procurement-of- Stores-Goods-and-Turnkey-Contracts -negotiation-regarding. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

#### RFP PART - I: SECTION -IV

# **GENERAL CONDITIONS OF THE RFP/AGREEMENT**

- 1. GST number required: The bidder should have a valid GST number. Failure to comply with this instruction shall render his/ her / there in complete and shall be rejected with other punitive action against the said as deemed fit by HSDM. In any change or amendment made by the Government will be applicable according the instructions.
- 2. Incomplete Tender(s) and Seeking Clarification(s): Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by HSDM that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then HSDM may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as HSDM may decide just & proper for completion of the procedure(s). The result(s) of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
- 3. No Claim for Bidding/Cancellation of Tender, etc.: No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
- 4. Understanding the RFP Before Bidding: The agencies shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of his tender for the works necessary for the proper completion and commissioning of the works. The tender(s) containing extraneous condition(s) are liable for rejection.
- 5. Period of contract: The period of contract shall be for one year from the date of signing of contract, which may be extended on same Terms & Conditions for maximum of further 2 years subject to satisfactory performance to be reviewed annually. The contract with the successful bidder shall be signed as per ANNEXURE-III and the conditions described herein shall also be part of the agreement.
- 6. The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non-judicial stamp paper in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender. The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- 7. The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the HSDM and forfeiture of security deposit with HSDM.
  - 8. Black Listing:

An agency may be black listed for: -

- a) Misbehaviour/ threatening of Departmental & supervisory officers during execution of work/tendering process.
  - b) Involvement in any sort of tender fixing /cartelization.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
  - d) Persistent and intentional violation of important conditions of contract.
  - e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
  - f) Submission of False/ fabricated/ forged documents for consideration of a tender.

In case an agency is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

# 9. Force Majeure:

Neither the agency nor HSDM shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, pandemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

# 10. Jurisdiction for Legal Dispute:

(i) If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the agreement or regarding a question, including the questions as to whether the termination of the contract agreement by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably.

(ii)Any dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Administrative Secretary, Government of Haryana, Skill Development & Industrial Training Department who **shall appoint an independent sole arbitrator** in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). The place of Arbitration shall be at Chandigarh only.

(iii) Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT shall lie only in the **Principal Court of Competent Civil Jurisdiction at Panchkula only** and no other court shall have the jurisdiction and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

(iv)This CONTRACT shall be governed by the laws of the Union of India

#### 11. Use of Confidential Information

The Agency may be given access to Confidential Information from HSDM in order to perform its obligations under this agreement. The Agency shall:

- a. Use the Confidential Information of HSDM only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any 3<sup>rd</sup> party including any competitor of HSDM) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by HSDM
- b. Use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential, all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Agency exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Agency in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Agency has assumed in this Agreement with respect to the Confidential Information
- i. not, without the prior written consent of HSDM, disclose or otherwise make available HSDM's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;
- ii. not copy or reproduce in any manner whatsoever the Confidential Information of HSDM or any part thereof without the prior written consent of HSDM, except where required for her own internal use in accordance with this Agreement; and
- iii. promptly upon the request of HSDM, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of HSDM, destroy and confirm in writing the destruction of the Confidential Information;
- c. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

#### **RFP PART-I: SECTION-V**

# Instructions to Bidders (ITB)

#### **Conflict of Interest**

In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Haryana Skill Development Mission in order to bid.

Conflict of interest exists in the event of:

- 1. The supply of services, equipment or works whose specifications were prepared by the Bidder (individuals and organization's);
- 2. The successor to a previous assignment executed by the Bidder (e.g. implementation of a project for which the Bidder has conducted a feasibility assessment);
- 3. Conflicting assignments, typically monitoring and evaluation / environmental assessment by the implementation Bidder;
- 4. Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with HSDM e.g. advisory role, team leader;
- 5. Bidders, suppliers or contractors (individuals and organization's) who have a business or family relation with a HSDM staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and Practices prohibited under the anticorruption policy of the Government of India, the Government of Haryana or Haryana Skill Development Mission.
- 6. Self attested 'Annexure V CERTIFICATE OF NO RELATIONSHIP' on company's letterhead to be provided with the bid.

#### **Disclosure**

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed

# professional misconduct;

Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with HSDM, any other donor of development funding, or any contracting authority; Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes, etc.

#### Anticorruption

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases HSDM will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in HSDM -financed activities, and Bidders will be blacklisted by the HSDM .

# **Only one Proposal**

Bidders shall submit one bid only and if found that the bidder is participating thru joint venture/ consortium etc. with other companies also in the same tender. Then all of the bids submitted by him shall be liable to be rejected with further action against him.

# **Preparation of Proposals Language of Proposals**

The Proposal and all related correspondence exchanged between the Bidder and the HSDM shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

# **Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **Instructions for submission of Proposal**

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposals must be submitted on or before the time specified in the tender document in the <a href="https://etenders.hry.nic.in/nicgep/app">https://etenders.hry.nic.in/nicgep/app</a> and also proposals in original must be submitted to the address specified and delivered on or before the time specified in the tender.

#### **Documents comprising the Proposal**

Bidders shall submit the Technical proposal along with EMD and e-service fee

• The Technical Proposals will be opened at the date and time specified.

#### **Submission instructions**

The Bidder shall submit proposal and use the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

# **Proposal Validity**

Proposals shall remain valid for the period of 180 days in the Data Sheet commencing with the deadline for submission of Technical Proposal as prescribed by HSDM.

A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by HSDM.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.

During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the Proposal. HSDM will make its best effort to complete negotiations within this period.

# **Format and Signing of Proposals**

These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.

The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for un-named printed literature, shall be signed or initialized by the person signing the Proposals.

Any interlineations, erasures, or overwriting shall be valid only if signed or initialled by the person signing the Proposal.

# **Deadline for Submission of Proposals**

Proposals must be submitted to the address specified and delivered on or before the time specified.

HSDM may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to

the previous deadline shall thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the HSDM on any matter related to its Technical Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

# **Opening of Proposals**

HSDM will open Technical Proposals on the date and time specified in the RFP.

#### **Evaluation of Proposals**

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.

#### **Undue Influence**

Any attempt by a Bidder to influence HSDM in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.

# **Clarification of Proposals**

To assist in the examination, evaluation, comparison and post-qualification of Proposals, HSDM may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the HSDM shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the substance of the Proposal shall be sought, offered, or permitted, after the opening of Technical Proposals, except to confirm the correction of arithmetic errors discovered by HSDM in the evaluation of the Proposals, if required.

#### **Non-conformities, Errors and Omissions**

HSDM will correct arithmetical errors during evaluation of Technical Proposals on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified. **HSDM's right to accept any Proposal, and to reject any or all Proposals or re-issue the tender** 

HSDM reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals or re-issue the tender at any time prior to Contract award, without thereby incurring any liability to the Bidders or onus on HSDM.

#### **Award of Contract Notification**

Prior to the expiration of the Proposal validity period, HSDM shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, HSDM shall notify all other Bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### **Signing of Contract**

Promptly after notification, HSDM shall send to the successful Bidder the Contract and the Special Conditions of Contract. Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to HSDM. All formalities of negotiation and signing of contract will be completed within twenty-one (21) days of notification of award.

# **Earnest Money Deposit (EMD)**

Bidders shall submit along with the Proposal an EMD of INR 2,00,000 (Indian Rupees two Lakh only) through Crossed Bank Draft in favour of 'Haryana Skill Development Mission' payable at Panchkula or via Haryana e-procurement portal - https://etenders.hry.nic.in/nicgep/app. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by HSDM.

The EMD shall be forfeited;

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

# **Security Deposit**

The successful tenderer/ bidder shall be required to deposit Performance Security Deposit as per provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4I BII(2) dated 20-10-2016 as under:-

of Firm/Enterprises	Value of Performance Security Deposit
ana based firms:-	
) # Haryana Based Micro and Small Enterprises (MSEs)	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
i) Haryana based othe firms/enterprises	r (ii) @2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
States/ UTs based firms	@3% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
r St	tates/ UTs based firms

# Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire Work/Supply Order by their enterprise. The conditions governing the above may kindly be seen in the notification dated 14.12.2020.

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque payable at Chandigarh/ Panchkula with in 15 days after agreement.

### **Price Fall Clause**

The agencies will need to ensure that price charged for the services supplied under the tender by the agency shall in no event exceed the lowest price at which the agency provides the services of identical description to any other person/client during the period of contract and that the prices charged by the agency are not in any way higher than those quoted to or charged from the HSDM or any other State Government or Government institutions

If at any time during the period of contract, the firm reduces the sale price of such services to any other department/person/client at a price lower than the price chargeable under the subject contract, the agency(/ies) shall forthwith notify such reduction to the HSDM, and the price payable under the subject contract of services supplied after the date of coming into force of such reduction shall stand correspondingly reduced for services made or to be made under the subject contract.

Agency, if awarded works as per terms and conditions of the tender document to be issued at a later date will be required to give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to any other department of State Government, etc., during the corresponding period. The Indenting Officer will also ensure that the requisite certificate is given by the concerned agency /firm on the bills before releasing their payments.

### **Payment terms**

S.no	Particulars	Amount	
1. Signing of the agreement - For mobilisation of resources , equipments , data collection and brief orientation to the team members .		10 % of the consultancy fees amount	
2.	Sign off on the proposed monthly action plan and vision document for Sankalp	10 % of the consultancy fees	
1 '		80 % of the amount to be distributed equally among the 12 months during the tenure of the contract.	

#### **Grievance Redressal Mechanism**

Grievance Redressal Mechanism for participating Bidders/ Agencies shall be as per the details given below: -

A time bound Grievance Redressal Mechanism for dealing with the representations/complaints/letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 and as listed below:

- (a) After the final scrutiny of the Technical Bids by HSDM, the final status of the bidders being As per Notice Inviting Tender(NIT)/ Not as per Notice Inviting Tender (NIT) will be intimated to all the participating bidders/ agencies within two days of the approval of proceeding of the final Technical Committee for the said tender. The decision will be conveyed to the bidders/agencies through electronically at their registered E-Mail ID/ Hard Copy.
- (b) All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their As per NIT/ Not as per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason.
- (c) HSDM will examine the representation/ complaints so received from the bidders/ firms and take a final decision on the same within 5 working days. The five working days will be counted from 6th day to 10th working day of the total Grievance allotted duration of 10 working days.
- (d) No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.
  - (e) In case, some serious issue is observed during the examination of representation/

complaint of the bidder/ firm as in Para (c) above, the same may be finalized/ filed or if required may be brought to the notice of Mission Director, Haryana Skill Development Mission during the finalization of the subject procurement.

### **Prevention of Cartel Formation**

In case of evidence of cartel formation by the agencies/bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums, blacklisting, etc. In case an agency is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

#### **RFP PART-I: SECTION-VI**

### **Annexures and Forms**

(To be signed and stamped on the letter head of the respective firm / agency)

### Form 1: Proposal Cover Letter

[Date] RFP No.:-

To,
The Mission Director
Haryana Skill Development Mission

Kaushal Bhawan, Plot no IP-2, Near Majri Chowk, Sector 3, Panchkula, Haryana

Dear Sir,

Ref: RFP for Hiring of Consultant / Agency for IEC (Information, Education and communication) activities, Media, Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)" under Haryana Skill Development Mission

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for proposed project solution. To meet such requirements and provide such services as required and are set out in the tender document. We attach hereto the tender response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, to adhere to the implementation plan (Project schedule for providing Services in Implementation of proposed project put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and HSDM or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 90 days from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and HSDM.

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to HSDM is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead HSDM as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

and e	•		s such other documents, which may be required in this
Dated	l this	Day of	2021
	ature) e capacity of)		
Duly a	authorized to sign the Te	nder Response for an	d on behalf of:
	(Name and Addr	ess of Company)	Seal/Stamp of bidder
	Witness Signature: Witness Name: Witness Address:		

# Form 2: Pre-qualification Criteria Checklist

The criterion for pre- qualification is as per the following checklist, to be attached by the Bidder with suitable proofs against the checklist as part of the "pre-qualification bid"..

S. No.	Pre- Qualification criteria	Supporting document
	The bidder must be a company registered in India	
1	under the companies Act, 1956/2013.	Certificate of incorporation.
2	Bidder should have an average annual turnover of more than Rs.1 Crore during each of the last 3 financial years as Media and PR agency	Attach Balance Sheets & documents certified in original by Chartered Accountant with UDIN No., Provisional B/S duly certified
	Bidder should have experience of executing works	
	as Media and PR agency/creative agency in any	Self-attested Copy of Work Orders & Work
	Ministry/State/ Central Govt./ UT	completion certificates from clients along with
3	Administration/Semi-Government Organization/ PSUs in the last 3 years.	documentary proof (if any)
	The bidder shall submit a self-declaration for	
	being not under legal action for corrupt or	
	fraudulent practices (blacklisted) by any	
	Ministry/State/Central Govt./ UT of	Self-Attested Declaration by Authorized
4	Administration/ Semi-Government	Signatory
	Organization/ PSU.	
5	The bidder should have a valid GSTIN.	Copy of the certificate of GSTIN.
6	Tender e-service fee	To be submitted online
7	Tender EMD	To be submitted online
8	Consortia/Tie Ups/ JVs / Subcontracting of any kind not permitted	Would lead to automatic disqualification

Dated:	
Place:	Signed & sealed:

(Authorized representative of the firm)

# Form 3: General information of the bidders

General Info	rmation		
Details of the	e Bidder		
Name			
Address			
Telephone		Fax	
E-mail		Website	
Details of	Authorized person		
Name			
Address			
Mobile		Email	
Number			
Landline			
Number			

Dated:

Place: Signed & sealed:

(Authorized representative of the firm)

## Form 4: Bidder's Authorization Certificate

I, authorized representative of, hereby solemnly undertake as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with HSDM. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.			
·	change/deviation from the the right to terminate the co		claration HSDM, Governmer opensation.
Dated:			
Signed & sealed: (A	authorized representative o	f the firm)	
Place:			

I, authorized representative of, hereby solemnly undertake that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of prequalification, technical and financial bids are in the same format as given in the RFP and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in this document.		
•		actual information/declaration HSDM, Government on tract without any compensation to the System
Dated:		
Signed & sealed: (Au	thorized representative of t	he firm)
Place:		

I, authoriz	ed representative of . hereby solemnly affirm that the
complete	ed representative of, hereby solemnly affirm that the solution to accomplish the requirements of the RFP has been understood and has been
factored in	n the documents submitted as a part of proposal/bid for "Hiring of Consultant / Agency for
	mation, Education and communication) activities, Media, Advocacy for "Skill
	n and Knowledge Awareness for Livelihood Promotion (SANKALP)" under Haryana Skill
Developm	nent Mission.".
	irm that the company is not Blacklisted or Banned by any State / central Government or any
	ent Institution in India. In the event of any deviation from the factual information/ n HSDM, Government of Haryana, reserves the right to terminate the contract without any
	tion to the System Partner.
compensa	tion to the system randier.
Dated:	
Signad & G	sealed: (Authorized representative of the firm)
Signed & S	icalca. (Authorized representative of the min)
Place:	

I, authorized representative of documents submitted as a part respect considered for - " Hiring communication) activities, Me	g of Consultant / Ag	ency for IEC (Inforn	nation, Education and	
Livelihood Promotion (SANKAL				
Dated:				
Signed & sealed: (Authorized re	epresentative of the	firm)		
Place:				

	representative of Bidderfor the purpose of
	Hiring of Consultant / Agency for IEC (Information, Education and communication)
	ledia ,Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood
	<b>SANKALP) under Haryana Skill Development Mission</b> ". I, hereby solemnly affirm that we ly liable and responsible for the completion and execution of the project in all respects.
siiaii be sole	ly habie and responsible for the completion and execution of the project in all respects.
In the event	of any deviation from the factual information/ declaration HSDM, Government of
	erves the right to terminate the contract without any compensation .
, , , , , , , , , , , , , , , , , , , ,	
Dated:	
Signed & sea	lled: (Authorized representative of the firm)
51511CG C 5CC	real (realistized representative or the min)
Place:	

I, authorized representative of	, hereby solemnly affirm to the IPR	
rights as defined in this RFP document.	· , ,	
In the event of any deviation from the factual information/ declaration HSDM, Government of Haryana, reserves the right to terminate the contract without any compensation.		
Dated:		
Signed & sealed: (Authorized representative	e of the firm)	
Place:		

# Form 11: Curriculum Vitae (CV) for Proposed Professional Staff Template

	1. Proposed Position [only one candidate shall be nominated for each position]:					
	2. N	ame of Firm [Insert nam	ne of firm proposing	the sta	ff]:	-
	3. N	ame of Staff [Insert full	name]:			
4.	Date of	Birth:	5. Na	ationali	ty:	
		on [Indicate college/uninames of institutions, de	•			ation of staff membe
	S.NO	Educational Qualification	Name College/ University	of	Month & Year of Passing	Marks Obtained.
	1.					
	2.					
	3.					
	4.					
	5.					
7.	Other T	ears of post Qualification raining [Indicate signific ges [ For each language	cant training since d			
	S.No	Languages	Read		Write	Speak
	1.	English				
	1	Hindi				
	2.	Iniliai				
	<ol> <li>3.</li> </ol>	Punjabi				

Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:  From [Year]:  To [Year]:					
Employer:					
Positions held:					
10. Certification:					
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.					
Date:					
[Signature of staff member or authorized representative of the staff] Day/Month/Year					
Full name of authorized representative:					

### Form 12: Financial Quotes

Ref: Hiring of Consultant / Agency for IEC (Information, Education and communication) activities,
Media, Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood Promotion
(SANKALP) under Haryana Skill Development Mission

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the RFP, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

	Consultancy Fees ( annually) in INR In figures (rounded off to 2 decimal figure)	Consultancy Fees ( Annually) in INR In words (rounded off to 2 decimal figure)
Hiring of Consultant / Agency for IEC ( Information, Education and communication) activities, Media, Advocacy for "Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)" under Haryana Skill Development Mission		

#### Note:

The Financial Proposal is exclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.

- 1. The Financial Proposal is exclusive of all taxes i.e. GST
- 2.In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation
- 3. For execution of any other work not mentioned in the scope of work, DAVP / DPR rate card shall prevail.