

Government of Himachal Pradesh

Department of Information and Public Relations

Seeks

Expression of Interest (EOI) from Professional Media Agencies to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tender document. The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

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Disclaimer:

1. The Expression of Interest (EOI) is issued by Director, Information and Public Relations, Himachal Pradesh.
2. The EOI is not a prospectus or offer of an invitation to the public in relation to the sale of shares, debentures, or securities, nor shall this EOI or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities. In taking up the said assignment, each interested Agency / Firm / Group of Individuals should make its own independent assessment and seek its own professional, technical, financial and legal advice.
3. Whilst the information in this EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither THE AUTHORITY nor Government of Himachal Pradesh (GOHP), nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this EOI or on which this EOI is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
4. The information contained in this EOI is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither THE AUTHORITY, nor GOHP, nor any of their officers; employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this EOI or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this EOI or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Assignment, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Assignment and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Assignment.

5. This EOI includes certain statements, estimates, projections, designs, targets and forecasts with respect to the Assignment. Such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of THE AUTHORITY , which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this EOI is, or should be relief on as, a promise, representation or warranty.
6. The issue of this EOI does not imply that THE AUTHORITY is bound to shortlist an Applicant (Agency / Firm / Group of Individuals) or to appoint all or any empanelled applicant, as the case may be, for the Assignment and the THE AUTHORITY reserves the right to reject all or any of the applications so received without assigning any reason whatsoever. Mere submission of a responsive application does not ensure engagement of the Agency (Agency / Firm / Group of Individuals).
7. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its EOI including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by THE AUTHORITY or any other costs incurred in connection with or relating to its EOI. All such costs and expenses will remain with the Applicant and THE AUTHORITY shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the EOI, regardless of the conduct or outcome of the Engagement Process.

1. INVITATION FOR PROPOSAL

Notice inviting “Expression of Interest” For

Engaging Professional Media Agency to provide an all inclusive solution which will entail strategy design, project planning, end-to-end implementation on ground, monitoring and oversight to achieve the following objectives: -

1. Branding and Publicity of Government Schemes through various modes of Media.
2. Citizen engagement
3. Vision for the State
4. Empowering different sections of society through awareness generation
5. Crisis Management and
6. Monitoring and analysis of Media reports and feedback, etc. in conformity with the TOR.

The Brand Platform should project the strength, potential, priorities and achievements of the State and build a comparative and competitive advantage in its favour. This EOI document is to provide details about scope of work, expectations from the agency, bidding procedure and other terms and conditions. This can be downloaded from the website of the Department <http://www.himachalpr.gov.in/>. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This document provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the applicants. The cost of EOI document amounting to Rs. 5,000/- is to be submitted with EOI in shape of crossed demand draft on any Nationalized bank/Scheduled Bank in favour of “Director, Information and Public Relations, Himachal Pradesh” payable at Shimla.

Issued by

The Director,
Information and Public Relations,
Soochna Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002(India)

2. Selection Procedure and Schedule :

1	Method of Selection	<p>The Applicant Agency will be Selected on the basis of criteria fixed by the Government and their presentation on the similar assignment already done by them, submission made by them and their presentation on Work Understanding, Strength of the Team, which is to be deployed for the said project along with demos of the similar projects previously done.</p> <p>Stage 1: Eligibility Qualification: Applications of only those applicants who fulfill the eligibility qualifications will be accepted.</p> <p>Stage 2: Marks for Technical Evaluation (Max Marks: 80%) Marks for Financial Evaluation (Max Marks: 20%)</p> <p>In order to qualify to get Selected, an Applicant must clear the Stage 1 and secure minimum score of 60 in the Technical evaluation. In case the selected agency refuses to enter into contract agreement or refuses to perform after entering into contract, the agency next in the ranking will be called for negotiation, set on and so forth. EMD/Performance security deposited by the refusing agency shall be forfeited.</p>
2	EoI Fee(EMD)	Rs. 5,00,000/- (Rupees Five Lakh) only in the form of Bankers' Cheque or Demand Draft
Important Dates		
1	Issue of EoI	Uploading the EOI Document on website on 05.02.2021
2	Pre-EoI conference	17.02.2021 at 11:00 Hrs (IST)
3	Last Date and Time of submission of Applications	26.02.2021 Upto 13:00 Hrs (IST)
4	Date and Time of Opening Applications	26.02.2021 at 14:30 Hrs (IST)
5	Technical Presentation of Applicants	05.03.2021 at 11:00 Hrs(IST)
6	Opening of Financial Bids	10.03.2021 at 11.00 Hrs(IST)
7	Issue of LOE (Letter of Engagement)	17.03.2021
8	Assignment Duration	One year from the date of signing the Agreement.
9	Validity of offer	Initially for a period up to one year , extendable for further one year, subject to satisfactory performance and mutual agreement, as deemed fit by the authority.

3. a) Scope of Proposal

- 3.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this EOI. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the services, it may participate in the Selection Process. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this EOI.
- 3.2 The selection of Agency shall be done on the basis of the criteria fixed for the evaluation specified in the selection process of the EOI. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 3.3 The Applicant shall submit its Proposal in the form and manner specified in this EOI. The Technical proposal shall be submitted in Form-2 and the Financial Proposal shall be submitted in the Form-10. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.
- 3.4 The Professional Agency shall provide services of the following professional staff to the authority:

Sr. No.	Professional Staff	No. of Resources
1.	Coordinator	01
2.	Creative Head	01
3.	Content Writer (Print/Electronic/Social/Folk Media)	03
4.	Script Writer for specialized work	01
5.	Graphic Designer	02
6.	Video Editor	01
7.	Video Cameraman	02
8.	Photographer	02
9.	Media Monitoring & Analysis Expert (One each for Print/Electronic/Social Media)	02
10.	Traditional Media Expert	01
11.	IT Expert	01

The Scope of work of Professional Media Agency shall broadly include providing an all-inclusive solution which will entail strategy design, project planning, end-to-end implementation on ground, monitoring and oversight to achieve the following objectives:

1. **Vision for the State:** Information and Public Relations Department envisages developing a brand Platform for the State which would present the collective vision of the State based on its social, political, economical cultural and natural strengths, implicit values, qualities and characteristics that make it special and unique. The Brand Platform should project the strength, potential, priorities, achievements, expectations and ambitions of the State and build a comparative and competitive advantage in its favour. This platform will function as a coherent and consistent guide for creating public awareness of the programmes policies and developmental initiatives.

2. Citizens Engagement: Citizens Engagement means reaching out to the masses of the State with developmental and welfare schemes and other initiatives of the Government. The Professional Media Agency shall communicate and sensitize the citizens on policies, programs and achievements of the State with the following objectives:

- a. Communicating the citizens, objectives, features and procedures for availing the benefit of welfare schemes through various media platforms.
- b. Formulate data driven communication strategy through field research involving surveys, data analysis, quantitative modeling, etc.
- c. To evaluate and assess the performance and outcome of policies & programmes of the Government.

3. Empowering various sections of society through information dissemination:

The Agency shall devise plans to cater to the need of empowerment of various sections of the society through information dissemination and by collecting their aspirations, spreading awareness about development initiatives and welfare schemes of the State Government and providing feedback of the stake holders about these to the State Government. The Professional Media Agency will provide all inclusive solutions which will entail the following:

- (i) **Strategy Design:** Design a strategy to increase awareness, engagement and participation citizen/target groups to achieve the objectives.
- (ii) **Project Planning:** Create a comprehensive plan of action to implement the strategy in an efficient, effective and time-bound manner
- (iii) **End-to-end Implementation:** The agency will suggest the authority ways and means to disseminate the information with regard to programmes and policies of the government in coordination with all the stakeholders upto the grass root level.
- (iv) **Monitoring and oversight:** The Agency will regularly monitor the content of the print/electronic/digital and social media through ICT enabled monitoring system and report immediately the issues of Global, National, State and Local level which requires to be brought to the notice of the authority. The agency will convey its implications and impact to the authority.

4. Branding the State Government through different Media:

a) Branding strategy

- (i) The Professional Media Agency shall prepare a comprehensive strategy for branding of the State Government as most efficiently administered State which has launched various development initiatives and welfare schemes for the betterment of the people of the State.
- (ii) The agency shall develop advertisement materials for print / T.V. / Radio / Out-of-home advertising (OOH) / digital/social media and different innovative media platform depending upon the need of the authority.
- (iii) The branding strategy should be integrated and complement the existing / ongoing initiatives taken by the State Govt. for brand building. The Agency shall collect all necessary data required for development of Branding Strategy.
- (iv) The strategy shall be approved by the authority.

b) Road Map for Branding:

The Agency shall explore and suggest various business models and implementation plans for ensuring the realization of development branding strategy. The roadmap should identify all the activities required for branding of the State.

c) IEC Content Development

- (a) **Text content:** The Agency shall prepare content for text write-ups, success stories, narrations, blogs, tag-lines, slogans, short messages, surveys, polls, questionnaires, press release, newsletters, interviews, talking points/speeches, talk-shows, documentaries, Coffee Table Books, Magazines, data/tables etc. on the subject matter in English and Hindi language, as required by the authority from time to time. The agency shall also prepare itineraries for the State for these activities.
- (b) **Designs and Graphics:** The Agency shall prepare texts, graphics and designs for logos, posters, flyers, pamphlets, hoardings, calendars, photo collage etc. for display advertisement standees, cut-outs, signboards, backdrops, banners, hoardings etc.
- (c) **Audio Visual content:** The Agency shall prepare the digital content in audio and visual formats. This may include but not limited to short video clips, radio jingles, songs, documentaries, animated graphics, animated videos, photography, Videography, 3D walk through, high quality presentations, virtual reality videos, e-books etc.

(d) **Web content:** The Agency shall develop and maintain official website and micro- sites for the State Government and also prepare advertisements for Websites/Web Portals and various Social Media platforms.

d) IEC Management

(i) **Print:** The Agency shall be responsible for suggesting the State Government in planning and executing advertisements in Print Media as per the calander of events to be approved by the authority.

(ii) **Electronic Media:** The Agency shall produce Audio and Video contents for Radio Channels, TV Channels, Cinema Halls, e-publications, you tube channels etc.

(iii) **Social Media:** The Agency shall provide analytics of social media accounts of the State Government so created from time-to-time, as required by the authority. The Agency shall also conduct research on key topics and areas of interest using analytics of social media and inform the State Government on key trends. The Agency will be required to boost the online presence through paid subscription of social media platforms. Under such circumstance, the costs related to booster packages etc. shall be reimbursed to the Agency on actual basis. The management of social media includes the following:

- To create content for Social Media and post the same for wide awareness.
- Pull Strategy: Agency engaged by the sharing useful information, discussions and giving readers a window- view of the Government.
- Push Strategy: Exclusive content to incentivize social media marketing efforts.
- Organic Social Media Promotion of pages and events.
- Timely updation.
- Advertisement Management.
- Comments Tracking and Responding.
- Boosting the Fan Count.
- Promotion of the Page.
- Make Page User Friendly- Easy to Find and Easy to Operate
- Provide Creative and Conceptual Post gist to Make Communication better.
- Analytics Monitoring/Performance Review and feedback on comments, viewership and trend comments etc.

(iv)**Digital Media:** Content creation for news websites/Web Portals, uploading the same on these platforms and tracking of the comments, analysis and feedback on these.

e) **Off-line IEC Management**

The Agency shall be responsible for suggesting the State Government in planning and executing advertisements and marketing campaigns using mediums like hoardings, mobile vans, portable display, pop-up display stand, kiosks, neon signage, inflatable balloon, skywriting, physical surveys etc. It may include but not limited to activities such as seminars, conferences, rallies, drives, road shows, street plays, thematic / cultural / sports events, competitions, awards, door to door citizen consultation etc.

(f) **Integration of online and offline media:** The Agency shall disseminate the brief of offline activities and content on online media and vice-versa on a regular basis

(g) **IEC Knowledge Management:**

The Agency shall prepare and disseminate project learning and success stories in physical formats and digital formats, as and when required by the State Government. It will include but not limited to carrying out and documentation of all the activities undertaken by them in a required format.

(h) **PR Activities for Events:**

(i) **Events Planning:** The agency shall identify and propose events to be taken up by the authority. The agency shall be responsible for conceptualizing and planning for the events to be taken up by the authority.

(ii) **Media coverage:** The agency shall suggest means and ways for better Media coverage for events. The agency shall also perform the media coverage during events which includes photographs, narratives etc.

(iii)**Event Calendar:** The agency shall prepare an event calendar combining all the existing and new events.

(iv)**Coverage of the events:** The agency shall manage the tracking and submission of online, print & electronic coverage of the events.

(v) Any other related work assigned by the authority.

5. **Crises Management**

On the basis of Media Monitoring and analysis the agency will create content in a time bound manner to counter the distorted, negative, fake, incomplete, fictitious, information, versions, news, views and comments appearing in different media. It will also bring to the notice of authority the urgent issues requiring attention of the

Government.

6. Media Monitoring and analysis of media reports and feedback:

The agency shall have tools and other such necessary capacities to monitor the print, digital, electronic and social media on “24 x 7” basis. . The agency shall monitor, collect, collate, process, analyze and present periodic reports to the Government as detailed below:

- (a) **News alerts:** Alerts regarding important news items related to government and governance on a near to real time basis, to help IPR/government to decide on a suitable course of action as they may feel so.
- (b) **Consolidated Daily Briefing Note:** A global, and national major happening, a brief insight into daily global happenings / what happened/ what it means for the state/country comments if any response needed for Media.
- (c) **Media Monitoring Report:** A daily consolidated media monitoring report, which includes complete sentiment analysis and detailed insights about perception on a daily basis along with recommendations for corrective measures if any.
- (d) **Action flagging/taken report:** A due diligence report of activities carried out by various departments, on any major issues which have been flagged/highlighted in media as well as public feedback mechanism, needs to be analyzed and shared on a daily basis.
- (e) **Weekly Reports:** Weekly Round Up of Media reports, In depth Analysis of all major events as per the departments/ Districts.
- (f) **Monthly Reports:** Monthly Analysis of the state’s media performance, trend spotting, department wise, district wise reports to be generated as per the parameters set by IPR.
- (g) **Quarterly and Half Yearly Reports:** Based on the media monitoring reports, a detailed analytic based report of Schemes implemented by the Government Departments, its efficacy and feedback.
- (h) **Annual Reports:** Will help IPR in determining best practices / Feedback mechanism for implementation of Government schemes on the basis of public feed-back and analytics.
- (i) The agencies will give feed-back on the progress in respect of the infrastructure and social sectors, state and quality of governance, focus of development, amenability for investments, schemes undertaken by the government and public and media perception about the state.

(j) The report shall clearly set out the current position and perception of the state that will help chart out future communication strategy formulation with corrective measures (if needed) and to reinforce the brand Himachal Pradesh

(k) IPR reserves the right to change or modify any of these works/activities in consultation with selected agency/agencies.

3. b) Terms and Conditions in respect of scope of Proposal:

The terms and conditions for execution of the works will be as mentioned below:

- (i) The selected Agency shall have to station its professional staff at the State capital for the close coordination and execution of the services in a time bound manner.
- (ii) The selected Agency shall have to setup an office with the required infrastructure at its cost preferably near to the office of the department at Majitha House, Shimla-2 Himachal Pradesh.
- (iii) All equipments/machinery required for execution of assigned task/work shall be arranged by the Agency at its own cost.
- (iv) Copy right of all the contents created including text/graphics/blogs/designs /animations/videos/audios etc. by the Agency shall rest with the State Government.
- (v) The daily work done report of the manpower deployed by the Agency will be submitted to the authority next morning every day.
- (vi) The deployed manpower will have to work on 24x7 basis throughout the year including all holidays, in case any of the professional staff not able to provide service due to any reason, the agency shall have to provide replacement immediately.
- (vii) The creatives/designs/write-ups etc. could be modified for required number of times before these are finally approved.
- (viii) The Agency shall be responsible for the correctness of the facts and figures incorporated in the creatives/designs/write-up etc.
- (ix) The graphics/blogs/designs/animations/videos etc. for Social Media are to be created in a time bound manner.
- (x) The manpower supplied by the agency may be required to travel across the State in connection with the work assigned from time to time and travelling expenditure on this account shall be paid as per actual, subject to entitlement decided in the negotiation process.
- (xi) The agency will be responsible for providing quality service. If the service of any of the key professional is not up to mark, the agency will have to replace the services of the said staff within stipulated time, after receiving notice in this regard.

- (xii) The authority reserves the right to insert, amend or delete any clause of this EoI document before finalizing the selection process of the agency.
- (xiii) The agency shall have to follow the time line set by the authority for execution of each activity.
- (xiv) The output of the activity assigned to the agency shall be of the best quality/professional standard otherwise the penalty will be imposed by the authority on account of any short fall in the quality/professional standard.
- (xv) Finer details regarding the deliverables mentioned in the Scope of Work shall be communicated to the Agency from time to time.
- (xvi) The agency will ensure utmost care and secrecy in discharge of assignment and shall not divulge, share or disseminate any information without the approval of the authority.

4. Definition and Interpretation

4.1 Definitions

- (a) **'Applicant'** shall mean Agency which has submitted its application in response to the EOI. Applicant is required to submit its application in only one of the above stated categories.
- (b) **'Assignment'** means, *subject to the provisions of this EOI, Professional Media Agency to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document.*
- (c) **'Authority'** or **'DIPR'** shall mean *Director, Information and Public Relations, Himachal Pradesh.*
- (d) **'Selected Applicant'** shall mean the Applicant who has been selected by the Director, Information and Public Relations, Himachal Pradesh for the Assignment on the terms and conditions stipulated in the EOI.
- (e) **'EoI'** shall mean the application submitted by the Applicants in response to the EOI including clarifications and/or amendments to EOI, if any.
- (f) **'Due Date'** shall mean the last date for submission/receipt of the Applications, as mentioned in the EOI document or any later date as amended from time to time.
- (g) **'Financial Year'** shall mean year starting 1st April to 31st March. In case Applicant's financial/accounting years are different from the above, the immediate past financial/accounting years of the Applicant as per their annual reports shall be applicable for the evaluation.

4.2 Interpretation:

In the interpretation of this EOI, unless the context otherwise requires:

- (a) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- (b) Reference to any gender includes the other genders;
- (c) Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this EOI;
- (d) A reference to any agreement is a reference to that agreement and all annexes,

- attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (e) The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
 - (f) Any reference to a person shall include such person’s successors and permitted assigns;
 - (g) A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
 - (h) Any date or period set forth in this EOI shall be such date or period as may be extended pursuant to the terms of this EOI;
 - (i) A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
 - (j) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this EOI mean and refer to this EOI and not to any particular Article, Clause or Section of this EOI. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this EOI so specified;
 - (k) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the *EOI*;

5. BID SUMMARY – DATA SHEET

<i>No</i>	<i>Key Information</i>	<i>Details</i>
Assignment Details		
1	Assignment Title	To assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document.
2	Client	Director, Department of Information & Public Relations, Himachal Pradesh.
3	Location	Soochna Bhawan, Majitha House, Shimla-2, Himachal Pradesh.
EoI Submission & Evaluation		
4	EoI Submission	<p>EoIs should be submitted under two categories as given under:</p> <ul style="list-style-type: none"> · “Category A: Technical Bid” · “Category B: Financial Bid” <p>The same should be clearly written on the Outermost Envelope of the application.</p> <p>Inside there will be Bankers’ Cheque or Demand Draft from a Nationalized / Scheduled Bank encashable at Shimla, HP towards EOI document charges (Rs. 5,000/-) and EoI fee (EMD amounting to Rs. 5,00,000/-) and two sealed envelopes, containing the following:</p> <p>Envelope 1: Technical Bid containing all formats as required</p> <p>Envelope 2: Financial Bid</p>

5	Envelope 1: Technical Bid / Eligibility Documents	<p>Form 1: Covering Letter</p> <p>Form 2: Applicant's Agency Details</p> <p>Form 3: Pre-EoI</p> <p>Form 4: Power of Attorney for the EoI Signatory</p> <p>Form 5: History of Litigation (If Blacklisted by any Center or State Body)</p> <p>Form 6: Indemnity undertaking</p> <p>Form 7: Anti-collusion certificate</p> <p>Form 8: Details of Similar Assignment</p> <p>Form 9: Letter for Undertaking</p>
6	Envelope 2: Financial Bid	Form 10: Financial Bid
7	EoI Evaluation	<p>Final evaluation shall be done on "Quality & Cost Based Selection" method (QCBS). The weightage for the composite evaluation shall be awarded as below:-</p> <p>a. Technical Score – 80%</p> <p>b. Financial Score – 20%</p> <p>Bids shall be ranked according to their combined scores of Technical Score (TS) and Financial Score (FS) as per the weights as follows: S = TS x 0.80 + FS x 0.20</p> <p>S= overall score of the Bidder under consideration (up to 2 decimal points)</p> <p>TS= Technical Score of the Bidder under consideration</p> <p>FS= $C_{min}/C_b * 100$</p> <p>C_b= Financial Bid value for the Bidder under consideration</p> <p>C_{min}= Lowest Financial Bid value among the financial bids under consideration</p> <p>*Bidder with the highest combined score shall be awarded the contract. In case of a tie in the final score, the bidder having highest technical score will be selected. If there is a tie again in technical score then the Agency having more experience will be given preference. If there is again a tie, the State Government reserves the right to select any agency.</p>

6. Eligibility Criteria

6.1 Conditions of Eligibility of Applicants

- 6.1.1 Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.
- 6.1.2 The Applicant shall have to fulfill the following conditions and submit documentary proof in support of their claim with respect to each condition:

6.2 Basic Eligibility criteria:

- 6.2.1 An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008.
- 6.2.2 Valid PAN card and service tax registration in India.

6.3 Technical Eligibility:

- 6.3.1 The Agency shall have five years experience of providing 360 degree media solution for print, electronic and social media and have successfully completed at least two similar assignments in last five years. Preference will be given to the agency having experience of working with State/Central Governments or its PSUs.
- 6.3.2 The Agency shall have at least 25 full-time professional employees on payroll as on date one year prior to the date due for submission *of the proposal*.

6.4 Financial Eligibility:

Minimum turnover of Rs. 5 Crore per annum for three Financial Years i.e. **2017-18, 2018-19, 2019-20.**

6.5 Eligibility criteria for Professional Staff: *The Applicant shall offer and make available all professional staff required by the authority which will be evaluated as per Technical Evaluation Criteria mentioned below. The agency providing professional staff must fulfill following conditions on the basis of which technical evaluation of the professional staff will be done:*

1	<i>Capacity of Agencies</i>	<i>Eligibility Condition</i>	<i>Additional Qualification/ Experience</i>	<i>Marks for additional experience/ qualification</i>
1.1	Experience	5 years experience of the Agency	Experience of the Agency for more than 5 years	3 (1 mark for each additional 2 years experience and maximum 3 marks)
1.2	<i>Successful execution of similar assignments</i>	Experience of execution of two successful similar assignments during last 5 years.	Experience of more than two successful assignments	3 (1 mark for each additional similar assignment executed in past 5 years, maximum 3 marks)
1.3	Financial Turnover	Turnover of Rs. 5 Crore per annum for last three financial years i.e. 2017-18, 2018-19, 2019-20.	Turnover - more than Rs. 5 Crores	2 (1 mark for additional 2 Crore Financial Turnover for each of last 3 years, maximum 2 marks)

2 Description of Manpower:				
	Manpower required	Eligibility Condition	Additional Qualification	Marks for additional experience/ qualification
1.	Coordinator	1) Post Graduate in Journalism and Mass Communication 2) At least 10 years' experience in branding, advertising and marketing.	<ul style="list-style-type: none"> • MA (Hindi) • MA (English) • MBA 	2 2 4
2.	Creative Head	1) Post Graduate in Journalism and Mass Communication. 2) At least 10 years' experience in creative writing	<ul style="list-style-type: none"> • MA (Hindi) • MA (English) • Diploma/ Degree in Creative Writing 	2 2 4
3.	Content Writer (Print)	1) Post Graduate in Journalism and Mass Communication. 2) At least 7 years' experience in creative writing for Print Media	<ul style="list-style-type: none"> • MA (Hindi) • MA (English) • Degree/ Diploma in Creative writing 	2 2 4
4.	Content Writer (Social and Electronic Media)	1) Post Graduate in Journalism and Mass Communication. 2) At least 7 years' experience in creative writing for Electronic Media	<ul style="list-style-type: none"> • MA (Hindi) • MA (English) • Degree/ Diploma in Creative writing 	2 2 4
5.	Script Writer for specialized work	1) Post Graduate in any discipline. 2) At least 5 years' experience in writing for specialized works such as speeches for different activities and editorials for newspapers etc.	<ul style="list-style-type: none"> • MA (Hindi) • MA (English) • Degree/ Diploma in Creative Writing 	2 2 4
6.	Graphic Designer	1) Graduate in any discipline 2) At least 5 years' experience in graphic designing.	<ul style="list-style-type: none"> • Degree/ Diploma in Graphic Designing 	3
7.	Video Editor	1) Graduate in any discipline. 2) At least 5 years' experience in video film editing	<ul style="list-style-type: none"> • Degree/ Diploma in Applied Videography 	3
8.	Video Cameraman	1) Graduate in any discipline. 2) At least 5 years' experience in Videography.	<ul style="list-style-type: none"> • Degree/ Diploma in Cinematography 	4
9.	Photographer	1) Graduate in any discipline. 2) At least 5 years' experience of Professional Photography	<ul style="list-style-type: none"> • Degree/ Diploma in Photography 	4
10.	Media Monitoring & Analysis Expert (One each for Print and Electronic/ Social Media)	1) Post Graduate in any discipline. 2) At least 5 years' experience of media monitoring and analyzing in respective fields.	<ul style="list-style-type: none"> • Experience in research work 	3 (0.5 for each year upto 1.5 maximum for each position)
11.	Traditional Media Expert	1) Graduate in any discipline. 2) At least 5 years' experience of writing and composing	<ul style="list-style-type: none"> • Knowledge of writing scripts for skits, lok natyas, etc. in local 	4

		songs in local dialects of Himachal Pradesh.	<i>dialects.</i>	
12.	IT Expert	1) Graduate in IT/CSE 2) At least 5 years' experience of Social Media.	<i>MCA/M. Tech.</i>	4
13.	Presentation by the agency on similar assignments executed during last five years			<i>Up to 10</i>
14.	<i>Individual performance of the Professional Staff</i>			17 (Maximum one mark for evaluating the performance of each Professional Staff.)

Note: Above mentioned qualification acquired by the Professional Staff should be from a Board/University recognized by the State/Central Government.

6.6 Terms and Conditions for Evaluation

- (i) *The selection of suitable PR Professional Agency will be done on the basis of QCBS (Quality-cum-Cost Basis) in which technical score will have weightage of 80 and financial score will have weightage of 20.*
- (ii) *Evaluation Committee may, at its discretion, call for additional information from the Applicant(s). Such information has to be supplied within the stipulated timeframe, failing which the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Applicants and the EoI is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.*
- (iii) *The Applicants shall provide all the necessary documents, samples and reference information as desired by the Committee. The Applicants shall also assist the Committee in getting relevant information from the Applicants references, if desired.*
- (iv) *For calculating the Technical Score (TS) of an Agency/Firm, the individual scores as per respective marks specified above, will be summed up. In order to qualify to get selected, an EoI must secure minimum technical score of 60.*

7. **Instructions to Bidders**

(a) **Conflict of Interest**

The Selected Applicants should provide professional, objective and impartial service and hold THE AUTHORITY's interest paramount. The Selected Applicants shall not downstream or outsource the scope of work under this assignment in its entirety.

(b) **Validity of Engagement**

The following will be considered for the validity of the engagement:

- (i) Shortlisted Applicant will be engaged initially for one year from the date of signing the agreement.
- (ii) The authority may extend the engagement further up to a period, subject to satisfactory performance and mutual agreement, as deemed fit by THE AUTHORITY.

(c) **Right to Accept or Reject any Application, so received**

The authority reserves the right to annul the EOI process, or to accept or reject any or all the Applications in whole or part at any time without assigning any reasons and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

(d) **Corrupt or Fraudulent Practices**

It is required that the Applicants observe the highest standard of ethics during and after the Engagement process. In pursuance of this policy, the THE AUTHORITY will reject the Application, at any stage, if it determines that the Applicant recommended for Engagement has engaged in corrupt or fraudulent practices during Engagement process. The DIPER Defines, for the purposes of this provision, the terms set forth below as follows:

- (a) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Engagement process or in the execution of any Agreement thereafter with THE AUTHORITY, or bringing political pressure.
- (b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence the Engagement process or in the execution of any Agreement with THE AUTHORITY to the detriment of THE AUTHORITY , and includes collusive practice among Applicants (prior to or after EoI submission) designed to deprive THE AUTHORITY of the benefits of free and open competition.
- (c) **“Unfair trade practice”** means supply of services different from what is ordered on, or change in the Scope of Work.
- (d) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

8. Clarification and amendments of EOI

- (a) The Clarifications / Queries, if any, proposed to be raised at the pre-EoI conference by the Applicant Agencies should be submitted to THE AUTHORITY in writing at least two (2) working days before the date of the pre-EoI conference and a soft copy of the same shall be e-mailed to THE AUTHORITY i.e. **himachaldpr1@gmail.com**
- (b) At any time prior to the deadline for submission of EoI, THE AUTHORITY, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Applicants may modify the EoI documents by amendment & put on website.
- (c) All prospective Applicants are requested to browse THE AUTHORITY website i.e. <https://www.himachalpr.gov.in> for further amendments as any amendments/ corrigendum / modification will be notified on any or both of these websites only and such modification will be binding on them.
- (d) In order to allow prospective Applicant Agencies reasonable time to take the amendment into account in preparing their EoIs, THE AUTHORITY, at its discretion, may extend the deadline for the submission of EoIs.

9. EoI Fee (EMD)

- (a) The Applicant shall furnish EOI Fee (EMD) in Indian Rupees, in the form of Bankers Cheque or Demand Draft amounting to Rs. 5,00,000/- (Rupees Five Lakh) only from any of the Nationalized / Scheduled Bank in favour of “Director, Information and Public Relations, H.P.” payable at Shimla.
- (b) The EoI Fee (EMD) shall be refundable and will be refunded after successful completion of the assignment.

10. Preparation of EoI

- (a) Applications that are incomplete in any respect or those that are not consistent with the requirements as specified in this EOI may be considered as nonresponsive and may be liable for rejection.
- (b) Adherence to formats, wherever prescribed, is required. Non-adherence to formats may be a ground for declaring an application non-responsive.
- (c) All communication and information shall be provided in writing and in English or Hindi language only.
- (d) All financial data shall be given (converted) in Indian Rupees only.
- (e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words \ will be taken as correct.
- (f) No Applicant will be allowed to modify, substitute, or withdraw the EoI after its submission. However, THE AUTHORITY or any of its agencies reserves the right to seek additional information and/or clarification from the Applicants, if found necessary, during the course of evaluation of the EoI. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought by THE AUTHORITY or any of its advisors/consultants, may be a ground for rejecting the EoI.
- (g) If any claim made or information provided by the Applicant in the EoI or any information

provided by the Applicant in response to any subsequent query by THE AUTHORITY or any of its agencies, is found to be incorrect or is a material misrepresentation of facts, then the EoI shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of THE AUTHORITY or any of its agencies and if THE AUTHORITY or any of its advisors/agencies/consultant is adequately satisfied.

- (h) Every page should have an official seal of the agency and must be signed by the Applicant's authorized representative. Submitted EoI should be in the prescribed order and in formats as provided along with this EOI. Applications, not submitted in manner and formats as detailed in this document are liable to be rejected.
- (i) **Applicants should read corrigendum/addendum and should submit their EoIs in line with same.**

11. Pre-EoI Meeting

- (j) A pre-EoI meeting will be held on 11:00 Hrs (IST) on 17.02.2021, in Conference Room of THE AUTHORITY , Suchaha Bhawan, Majitha House, Himachal Pradesh, Shimla and Applicant/ Applicant's authorized representative(s) are invited to attend the Pre-EoI meeting.
- (k) Applicants are advised to contact THE AUTHORITY to indicate whether or not they will attend and, if so, the number of attendee(s) and their names, designation etc, at least two (2) Working days prior to the date of the pre-EoI meeting.
- (l) The purpose of the pre-EoI meeting will be to clarify queries of the Applicants related to the Assignment and EOI document, if any.
- (m) The Applicants should submit the queries in writing or e-mail and the same should reach to THE AUTHORITY at least two (2) working days before the pre-EoI meeting along with a soft copy of the same to THE AUTHORITY by e-mail i.e.himachaldpr1@gmail.com
- (n) Minutes of the pre-EoI conference will be uploaded on the websites of THE AUTHORITY i.e. <https://www.himachalpr.gov.in> . Applicants are requested to regularly visit the websites for further amendments as any amendments / corrigendum /modification will be notified on this website only and such modification will be binding on them.

12. Submission of EoI

- Applicants shall submit their EoI at the office address on or before the last date and time for receipt of proposals mentioned in Data Sheet.
- Applications shall be submitted with all pages in bound format (hard / spiral / spico etc.) with no loose sheets. Each page of EoI should be page numbered and, in conformance to the eligibility qualifications, should be clearly indicated using an index page. The application should not contain any irrelevant or superfluous documents.
- Applicant shall be required to submit 1 hard copy of the complete EoI & a Pen drive containing the soft copy of the same.
- Every page of the documents submitted by the Applicants must be duly signed by the authorized signatory of the Firm / Company along with the Agency's seal.
- EoI/Applications should be submitted clearly mentioning the category for which EoI

is being submitted

The Proposal as per following:

(a) All the envelopes including the outermost Envelope should clearly mention As per Eligibility Criteria.

➤ **Envelope1 - EoI Application: The envelope containing EoI Application shall be sealed and superscripted “Engaging Professional Media Agency to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document”. Following list of documents shall be submitted as part of EoI Application:**

- Form 1: Covering Letter
- Form 2: Applicant’s Agency Details
- Form 3: Pre-EoI
- Form 4: Power of Attorney for the EoI Signatory
- Form 5: History of Litigation (If Blacklisted by any Center or State Body)
- Form 6: Indemnity undertaking
- Form 7: Anti-collusion certificate
- Form 8: Details of Similar Assignment
- Form 9: Letter for Undertaking
- Form 10: Financial Proposal

➤ **Envelope 2 – Financial Proposal: Financial proposal shall be submitted by the Agency in the form 10 appended to the EoI documents**

(b) Evaluation of Application

- Applications would be evaluated only for those Applicants who qualify Eligibility criteria and Technical Evaluation cutoff marks.
- The Evaluation shall be based on the parameters and marks as mentioned in the EOI Document.

13. Payment to the Agency

13.1 Cost estimates and Agreement Value

13.1.1 An abstract of the cost of the Services payable to the Agency shall be provided by the agency on monthly basis.

13.1.2 The payments shall not exceed the agreement value to be signed by THE AUTHORITY being authority and authorized signatory of the selected agency for the assignment.

13.1.3 If authority agree that additional payments shall be made to the Agency in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 13.1.1 above, the Agreement Value set forth in Clause 13.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments, on the full satisfaction of the authority based on justification provided by the Agency.

13.2 Currency of payment: All payments shall be made in Indian Rupees.

13.3 Mode of billing and payment: Billing and payments in respect of the Services shall be made as follows: -

- (a) One time advance, for an amount equal to 50% (fifty per cent) of the performance security amount deposited by the Agency as per clause 14.1.1 of this EOI document and on request of the Agency, shall be mobilized against the security deposit. Such security deposit to remain effective until the advance payment has been fully set off.
- (b) The Agency shall be paid for its services as per Payment Schedule as given hereunder subject to the following conditions:
 - (i) No payment shall be due for the next month till the Agency completes, to the satisfaction of the Authority, the work pertaining to the preceding month.
 - (ii) The Authority shall pay to the Agency, only the undisputed amount.
 - (iii) The Authority shall cause the payment due to the Agency to be made within 20 (twenty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
 - (iv) Penalty of deduction of amount equal to the belated day/days charges taken for completion of task/work by the manpower assigned for the work, will be imposed on the Agency or if assigned task/work not found up to mark or to the satisfaction of the Authority.
 - (v) All due monthly payments will be released to the Agency after proper verification and issue of satisfaction certificate in respect of assigned task/work by the Authority/its authorized representative.

Sr. No.	Activity	Payment Schedule
1.	Work/Task assigned to the Agency for the month.	Payment will be released on the basis of monthly quotes submitted by the Agency in respect of manpower supplied along with required equipments necessary for the completion of the given task.

- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable/services delivered shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) days period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of the Agreement shall be reimbursed by the Agency to the Authority within 30 (thirty) days after receipt by the Agency of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause
Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Agency as may be notified to the Authority by the Agency.

14. Performance security, Liquidated damages and Penalties:

14.1 Performance Security

- 14.1.1 *The selected agency shall submit performance security @ 10% (ten per cent) of all the amounts due and payable to the Agency for the entire contract period in the form of demand draft to be submitted in the name of Director, Information and Public Relations Department, Himachal Pradesh, Shimla-171002 payable at Shimla.*
- 14.1.2 *For breach of any clause of Agreement signed between the Authority and the Agency, liquidated damages shall be charged by way of apportionment of appropriate amount of performance security deposited by the Agency, as per requirement and justification for such apportionment.*
- 14.1.3 *The balance remaining out of the Performance Security shall be returned to the Agency at the expiry of the Agreement. Additional appropriation of the amounts withheld in the form of performance security shall also be attracted in the event of any default requiring the appropriation of further amounts comprising the Performance Security. The Authority may make deductions from any subsequent payments due and payable to the Agency as if it is appropriating the Performance Security in accordance with the provisions of the Agreement.*

14.2 Liquidated Damages

14.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

14.2.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero point five percent) of the milestone payment per day, subject to a maximum of 10% (ten percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

14.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, 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 13.2.1 and 13.2.2.

14.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 13.2 above, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per satisfaction of the Authority.

15. Fairness and Good Faith

15.1 Good Faith: *The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.*

15.2 Operation of the Agreement: *The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.*

16. Settlement of disputes

16.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

16.2 Dispute resolution

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- (ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

16.3 Arbitration

16.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Ujjain, Madhya Pradesh where the Authority has its headquarters and the language of arbitration proceedings shall be English.

16.3.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.

16.3.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.

16.3.4 The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.

17. General Terms & Conditions

- a. **NOTE:** Applicants should read these conditions carefully and comply strictly while submitting the Proposals
- b. Direct or indirect canvassing on the part of the Applicant or his representative will lead to disqualification.
- c. If an Applicant imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his EoI is liable to be summarily rejected.
- d. THE AUTHORITY reserves the right to accept or reject one or all EoIs without assigning any reasons.
- e. Remittance charges, if any, on payment made will be borne by the Applicant.
- f. **Termination:** The **Engagement** can be terminated at any time by THE AUTHORITY , if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation.
- g. Period of engagement may be extended for another one year at a time or reduced or terminated at the discretion of the Director, Information and Public Relations. The extension would be subject to satisfactory performance and mutual agreement, as deemed fit by THE AUTHORITY .
- h. All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Shimla.**
- i. For purposes of this clause, “Force Majeure” means an event beyond the control of the Agency/Firm and not involving the agency’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of THE AUTHORITY in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- j. Selected agency will be briefed by competent authority about the work / project/assignment from time to time.
- k. Rate/Amount shall be written in figures and words.
- l. Rates quoted will be valid for the entire contract period.
- m. In the event of any loss / damage to THE AUTHORITY , the Applicant shall be liable to make good such loss. No extra cost on this shall be admissible.
- n. Copy right of the all deliverables in the form of speech, editorial, photographs, videos, social media contents, creatives, etc. will rest with the Director, Information and Public Relations, Himachal Pradesh.
- o. The visuals and other matter pertaining to the assignment available with the State Government will be provided on mutually agreeable terms and conditions.
- p. The assignment may involve collection of photos, visuals and other material related to assignment from anywhere in Himachal Pradesh as per the requirement of the assignment. For this purpose successful bidder may require to travel to different districts of Himachal Pradesh.

18. Terms and Conditions: Applicable Post Award of Contract Termination Clause

18.1 Termination by Department:

- a) Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
 - (i) If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
 - (ii) If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
 - (iii) If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 - (iv) If the selected Bidder commits breach of any condition of the Contract
If Department terminates the Contract in whole or in part for any of the above mentioned reasons, amount of Performance Guarantee and EMD shall be forfeited.
- b) The Department may, by not less than 60 days “ written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - (i) The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - (ii) The selected Bidder 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;
 - (iii) The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - (iv) The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- c) Any document, information, data or statement submitted by the bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (i) If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder’s performance, they will need to clear all invoices for the Services up to the date of their notice along with 1month fee pro-rata fee out of the total fee.
 - (ii) If the Department would like to terminate the Contract for reasons attributable

related to the selected Bidder's performance or false representation of facts, documents, information, data or statement, the government will give a rectification notice for one month to the Agency in writing with specific observations and instructions failing which EOI Fee (EMD) and performance security shall be forfeited.

18.2 Termination for Default

Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach)

- (i) If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- (ii) If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- (iii) If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- (iv) If the selected Bidder commits breach of any condition of the Contract

If Department terminates the Contract in whole or in part for only above mentioned reasons, amount of Performance Guarantee and EMD shall be forfeited.

18.3 Termination for Insolvency:

Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department and amount of Performance Guarantee and EMD shall be forfeited.

18.4 Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto

(whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

18.5 Termination by the selected Bidder

The selected agency may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
- b. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
- c. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- e. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination.

18.6 Consequences of Termination

- a. *In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile 20 Vendor in relation to the execution/ continued execution of the scope of the Contract.*
- b. *Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.*
- c. *The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication*
- d. *intended to come into or continue in force on or after such termination.*

19. Dispute Resolution Mechanism

The Bidder and the Department shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. An mutually agreed arbitrator shall be appointed at Shimla and proceedings shall be conducted
- d. In accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

20. Force Majeure

- a. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
 - b. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
 - c. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
 - d. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.
- e. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the

failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- f. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

21. Failure to agree with Terms and Conditions of the EOI

Failure of the successful Bidder to agree with the Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of the award and in that case the earnest money deposited by the bidder shall be forfeited by the department.

Form 1: COVERING LETTER

[To be furnished by the Applicant on the letterhead of the Firm]

Date:

To,
The Director,
Information and Public Relations,
Suchana Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002.

Subject: *Expression of Interest (EOI) from Professional Media Agency to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document.*

Dear Sir,

1. We are submitting this EoI (Application) on our own.
2. We, the undersigned, having carefully examined the referred EoI, offer to provide the required services, in full conformity with the said EoI.
3. We have read all the provisions of EoI and confirm that these are acceptable to us.
4. We further declare that additional conditions, variations, deviations, if any, found in our Application shall not be given effect to.
5. If an Applicant has been engaged, we understand that it is on the basis of the technical, financial & capabilities of the Agency and experience of the applicant taken together. We understand that the basis for our qualification will be the complete documents submitted along with this letter and that any circumstance affecting our continued eligibility as per EoI or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this engagement process.
6. We agree that if we fail to perform according to the conditions/stipulations of the EoI, THE AUTHORITY or its representative shall be at liberty to take action in accordance with the EoI.
7. We agree that if we fail to fulfill any of the conditions mentioned above, THE AUTHORITY has the right to forfeit any Fee / Security being furnished by us along with this Application.
8. We understand that THE AUTHORITY is not bound to accept any or all Applications it may receive.
9. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Application and engagement as an Agency.
10. We do also certify that all the statements made and/or any information provided in our application are true and correct and complete in all aspects.

11. We declare that in the event that THE AUTHORITY discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Application from further participation in the evaluation process.
12. Banker's Cheque / Demand Draft No. ----- dated ----- drawn on ----- for Rs. 5, 00,000/- is enclosed towards EoI Fee (EMD).

(Signature)

(Name of the person)

(In the capacity
of) Agency Seal

(Name of firm)
Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Form 2: APPLICANT AGENCY DETAILS

[To be furnished by the Applicant on the letterhead of the Firm. All Applicants shall provide the details in the format below.]

Agency and Financial Information

Details of the Agency	
Name	
Date of Incorporation / Establishment	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office	
Contact Details (name, address, phone no. and email)	

Financial Information (All Figures in Rs. Cr.)			
	FY 2017-18	FY 2018-19	FY 2019-20
Turnover in INR			
Any other information			

This is to certify that _____ (name of the Applicant) has Annual turnover as shown above against the respective financial years.

Signature _____
Name of the Statutory Auditor _____
Membership no _____
Designation _____
Name of the Audit Firm _____
FRN _____

(Seal of the firm)
DATE _____

Note:

- The Applicant shall submit Audited Annual Reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, Agency does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financial Accounts of the Agency.

Form 3: Pre-EoI Form

Sr. No.	Item	Required information available at page no.
1	EoI Fee (EMD) Details	
2	Status of the firm (Proprietorship/Partnership/ Pvt./Public Ltd. Co. etc.)	
3	The Firm / Agency should be a registered entity with minimum 5 years of existence.	
4	GST Registration Details	
5	Copy of PAN	
6	The Firm / Agency should have minimum Turnover of Rs. 5 Cr. Per annum of the last three financial years i.e. 2017-18, 2018-19 and 2019-20.	
7	The Firm / Agency should possess 5 years experience of providing 360 degree media solutions for print/electronic and social Media and have successfully completed atleast two similar assignments in last 5 years.	
8	The Agency shall have atleast 25 full-time Professional employees on Payroll as on date one year prior to the due date for submission of the proposal.	

Form 4: Format for POWER OF ATTORNEY FOR THE EOI SIGNATORY

{ On Requisite Stamp Paper }

KNOW ALL MEN by these presents that we, [Name of the Company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at [Address of the Company] (Hereinafter referred to as “Company”) :

WHEREAS in response to the Expression of Interest (EoI) for Professional Media Agency to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document. (“Assignment”), the Company is submitting Application Comprising details as required to the **Director, Information and Public Relations, Shimla-2, Himachal Pradesh** and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ Son of _____ Resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ [name of the Company] do hereby nominate, constitute and appoint..... [Name & designation of the person] as its true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say :

To act as the Company’s official representative for submitting the Application Capability Statement, Technical Form and other details as per EoI and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the EoI and other documents, as may be necessary;

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p><i>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of----- , 2020 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</i></p>	<p>)).....)) [name & designation of the person])</p>
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Form 5: HISTORY OF LITIGATION

[To be furnished by the Applicant Agency on the letterhead of the Firm/Company]

Information on any history of litigation or arbitration resulting from similar Project contracts in last five year:

Year	Award for/or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____,

Name of the Applicant

Signature of the Authorized Signatory

Name of the Authorized Signatory

Note: Preference will be given to the Agency having no litigation relating to completion of any assignment or relating to claim and liabilities related to Assignment.

Form 6: INDEMNITY UNDERTAKING

[To be furnished by the Applicant Agency on the letterhead of the Firm/Company]

I on behalf of M/s hereby agree and undertake that I have understood all the rules, regulations and procedures and all staff Technical & Non- Technical working on behalf of M/s will abide by all the rules, regulations, guidelines, procedures and maintain secrecy in respect of all aspects of the assignment.

I declare that M/s will be responsible for all aspect of the Assignment. THE AUTHORITY will not be responsible in case of any dispute / defects and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s for giving such declaration.

Name of Indemnifier - Signature of Indemnifier

Stamp/Seal of the Indemnifier

Signature of the Authorized Signatory

Name of the Authorized Signatory

Form 7: ANTI-COLLUSION CERTIFICATE

[To be furnished by the Applicant Agency on the letterhead of the Firm/Company]

Date:

To,

Director,
Department of Information & Public Relation,
Suchaha Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002

Subject: *Engaging Professional Media Agency to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document.*

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Application, we have not acted in concert or in collusion with any other Applicant or any other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice. In case it is found at any stage that we have acted in any manner described above, we are liable for cancellation of contract and penalty or forfeiture of EMD or both.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____ Day of _____, YYYY

Name of the Applicant

Signature of the Authorized Signatory

Name of the Authorized Signatory

Form 8: DETAILS OF SIMILAR ASSIGNMENT

[To be furnished by the Applicant Agency on the letterhead of the Firm/Company]

1. Assignment Name:
2. Country/State:
3. Location within Country:
4. Name of Client:
5. Address & Contact Details of Client:
6. Start Date:
7. Professional Staff Provided by Company:
8. Name of Associated resources:
9. No. of Professional Staff provided:
10. Duration of Assignment:
11. Completion Date:
12. No. of Months for which Professional Staff provided
13. Approx. Value of Services (INR):
14. Narrative Description of Project:

Form 9: Format for LETTER OF UNDERTAKING

[To be furnished by the Applicant Agency on the letterhead of the Firm/Company]

Date:

To,

Director,
Information and Public Relations,
Suchaha Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002.

Subject: *Engaging Professional Media Agency to assist the State Government in public engagements and branding the State Government in conformity with the TOR mentioned in the tendered document.*

Dear Sir,

We confirm that we are not barred by Government of Himachal Pradesh (GOHP) or any other State Government in India (SG) or Government of India (GoI) or any of the agencies of GoHP/SG/GoI from participating in any category of similar projects as on the EoI due Date.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Form 10: Format for Financial Bid

<i>S.N</i>	<i>Description of Manpower</i>	<i>Financial Quote on per month basis in INR collectively for all positions of Professional Staff mentioned from Sr. No. 1 to 13</i>
1	Coordinator	
2	Creative Head	
3	Content Writer (Print)	
4	Content Writer (Electronic Media)	
5	Content Writer (Social Media)	
6	Script Writer for specialized work	
7	Graphic Designer	
8	Video Editor	
9	Video Cameraman	
10	Photographer	
11	Media Monitoring & Analysis Expert (One each for Print & Electronic/Social Media)	
12	Traditional Media Expert	
13	IT Expert	
Grand Total for the year		

Important Notes:

1. Financial quotes shall be inclusive of all charges e.g. setting up of office, office expenses, expenditure on account of equipments /machinery, etc.
2. Financial quotes shall be inclusive of all taxes except service tax which will be paid extra as per norms fixed by the Government from time to time.
3. All calculations in respect of rates to be quoted on monthly basis is to be made by the Agency and only monthly quotes shall be considered for comparison amongst the quotes of participating Agencies.