

# Government of Punjab

## Department of Elections

(SCO No.29-32, Sector: 17-E, Chandigarh)  
☎ 0172-2704701, 2704743, 2704779 ☎ 0172-2707970

### TENDER DOCUMENT

No. Elec-2020/SVEEP-938 of 2020-2021

**“CREATIVE CONTENT DEVELOPMENT AND SOCIAL MEDIA MANAGEMENT FOR SYSTEMATIC VOTERS’ EDUCATION AND ELECTORAL PARTICIPATION (SVEEP)”**

Name of the Bidder	
Address	
Contact numbers of Bidder	
Last Date of submission of Tender	
Date of opening of Tender	
Venue for submission/Opening of Tender	<b><u>Office of the</u></b> <b><u>Chief Electoral Officer, Punjab</u></b> SCO No. 29-32, Sector: 17-E, Chandigarh

#### **Cost of Tender Document**

Rs. 1000/- by Cash/Demand Draft in favour of Electoral Officer, Punjab, payable at Chandigarh.

(No cheque will be entertained)



# TENDERNOTICE

Office of Chief Electoral Officer, Punjab

SCO 29-32, Sector 17-E, Chandigarh.

## Tender Notice

Sealed tenders are invited from registered, experienced and reputed agencies for development and promotion of creatives for social media like facebook, Twitter, YouTube, Instagram, WhatsApp, Messaging, etc. . The awareness content in the form of text, images, Video clips, Audio etc. to encourage general public for enrollment as voter, for ethical voting and electoral participation. The Tender No. Elec-2020/SVEEP/592 of 2020-2022 already published on dated 07.02.2020 stands withdrawn.

The RFP comprises of detailed terms and conditions can be purchased from the office of the Chief Electoral Officer by depositing a sum of Rs1,000/- in cash or demand draft in favour of Electoral Officer, Punjab payable at Chandigarh. The RFP can also be downloaded from the official web site of this Department at [www.ceopunjab.nic.in](http://www.ceopunjab.nic.in). In that case, a demand draft of Rs. 1,000/- in favour of Chief Electoral Officer, Punjab along with earnest money amounting to Rs. 25000 (Rupees twenty five thousand) in the shape of Demand Draft in favour of Electoral Officer, Punjab is to be deposited along with the Tender.

Tenders should reach in the office of the Chief Electoral Officer, Punjab (CEO), SCO No. 29-32, Sector: 17-E, Chandigarh by 12.03.2020 up to 12.00 Noon and will be opened in the office of CEO on the same day at 3.00 PM in the presence of bidders, who wish to be present. The CEO reserves the right to reject all or any of the Tender(s) received, and to annul the Tendering process without assigning any reason. The CEO also reserves the right of negotiations with L-1, if considered necessary.

Place: Chandigarh

Date: 27/02/2020

Chief Electoral Officer, Punjab

## DOCUMENT CONTROL SHEET

S. No.	Particulars	Details
1.	Document Reference Number	<b>Election-2020/SVEEP/938</b>
2.	Start date for issue of Tender Document	27.02.2020
3.	Last Date for Purchase of Tender Document	12.03.2020 till 12.00 noon
4.	Last date for submission of Queries	04.03.2020
5.	Last date of reply of queries	06.03.2020
6.	Last date for submission of bids	12.03.2020 till 12.00 noon
7.	Submission of Proposal	Chief Electoral Officer, Punjab SCO 29-32, Sector 17-E, Chandigarh- 160017
8.	i) Date and time of opening of Pre-Qualification bids ii) Date and time of opening of Technical bids & Presentations iii) Date and time of opening of Financial bids	i) 12.03.2020 at 3.00 PM ii) Will be intimated later iii) Will be intimated later
9.	Tender Validity	180 days from the last date of submission of Bids
10.	Office address	The Chief Electoral Officer, SCO 29-32, Sector 17-E, Chandigarh- 160017
11.	Cost of Tender Document	Rs1000/- (Rupees One Thousand Only)
12.	Earnest Money Deposit	Rs. 25000/- (Rupees Twenty Five Thousand Only)
13.	Tender Website/ Help desk	Website: <a href="http://ceopunjab.nic.in">http://ceopunjab.nic.in</a> Email: <a href="mailto:dyceo@punjab.gov.in">dyceo@punjab.gov.in</a> Contact No: 0172-2722590
14.	CEO Punjab Contact Details	Email: <a href="mailto:dyceo@punjab.gov.in">dyceo@punjab.gov.in</a> Phone: 0172-2722590
15.	Website	<a href="http://ceopunjab.nic.in">http://ceopunjab.nic.in</a>
16.	Consortium	Consortiums are not permitted.
17.	Method of Selection	Three (3) Stage Selection on Least cost basis
In case a Central/ State Government holiday is declared on any day of the event, the event will be held on the next working day at the same time and same venue.		

## Table of Contents

<b>Sr. No.</b>	<b>Description</b>	<b>Enclosures/ Appendix</b>	<b>Page numbers</b>
1.	Document Control Sheet		3
2.	1- Important Notices		6-7
3.	2- Scope of Work (SOW)		8-9
4.	3-Instructions to Bidders		10-17
5.	4-Bid Evaluation		18-25
6.	5-Terms & Conditions		26-33
7.	6-Execution of Work		34-38
8.	Bid Sheet	Appendix-1	39-40
9.	Check List for Enclosures	Appendix -2	41
10.	Profile of Bidder	Appendix -3	42
11.	Special Power of Attorney	Appendix -4	43
12.	Declaration Letter on Non Blacklisted Company/ Firm	Appendix -5	44
13.	Compliance sheet for technical proposal	Appendix -6	45-46
14.	Letter of Proposal	Appendix -7	47
15.	Project Citation Format	Appendix -8	48
16.	Proposed Solution	Appendix -9	49
17.	Financial Proposal Template	Appendix -10	50-52
18.	Performance Bank Guarantee	Appendix -11	53-55
19.	Contract Agreement	Appendix -12	56-57

## Acronyms used in the Document

CEO	Chief Electoral Officer
CRM	Customer Relation Management (tool)
ECI	Election Commission of India
INR	Indian Rupee
EMD	Earnest Money Deposit
SVEEP	Systematic Voters' Education And Electoral Participation
PwD	Person with Disability

## **1. Important Points**

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements.
2. Bid to be submitted via Hand Delivery.
3. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the CEO on the basis of this RFP.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CEO. Any notification of preferred bidder status by the CEO shall not give rise to any enforceable rights by the bidder. The CEO may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CEO.
5. This RFP supersedes and replaces any previous public documentation & communications from CEO, and bidders should place no reliance on such communications.
6. This tender document is not transferable.
7. Bidders are advised to study the document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
8. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
9. Bidders are suggested to use due diligence in submitting their bids well in time. Any delay or unsuccessful bid submission due to unavailability of internet, electricity or any other reason will not entitle bidder to claim extension of bid submission date.
10. The bidder should attach all required documents / information with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, CEO reserves its right in seeking clarification from bidder and may disqualify bidder if bidder is not able to provide clarification / desired information.
11. The bidder shall bear all costs associated with the preparation and submission of

the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by CEO. CEO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.

12. Further clarifications, corrigendum and any other information related to this tender will be available at the website <http://ceopunjab.nic.in> only.
13. Bidders are advised to check CEO website regularly for any Addendum / Corrigendum / Amendments related to project.
14. CEO reserves the right to accept or reject any or all responses without assigning any reason.
15. All payments towards Cost of Tender Document, Earnest Money Deposit and processing fee shall be deposited through Demand Draft in FDR drawn from any Nationalized Bank in favour of "Chief Electoral Officer, Punjab" payable at Chandigarh. Bids will be rejected if any of the payments is not attached with the bid document.
16. Earnest Money Deposit (EMD): Rs.25,000/- (refundable)
17. EMD is to be paid by Demand Draft of any Nationalized/Scheduled Bank in favour of "Electoral Officer, Punjab" and payable at "Chandigarh".
18. The Successful Bidder will be required to submit a Security Deposit (SD) of 10% of the final negotiated value of the work in the form of Fixed Deposit Receipt (FDR) or PBG in favour of "Deputy Chief Electoral Officer, Punjab" and payable at "Chandigarh".
19. Tender document can be purchased from O/o. Chief Electoral Officer, Punjab at the cost of Rs.1000/- through a demand draft from Nationalized/Scheduled Bank in favour of "Electoral Officer, Punjab" payable at "Chandigarh" which will be non-refundable. This document can be downloaded from the official website of this department " <http://ceopunjab.nic.in/> " in which case a demand draft of Rs.1000/- has to be deposited along with the tender while submitting the tender.
20. No interest will be payable on the EMD and Security Deposit or amount payable to the tenderer under this contract.

## 2. Scope of Work

### 2.1. SCOPE

CEO, Punjab, intends to appoint an agency for development of communication strategy and designing of advertisement campaign for awareness of the voters. The bidder shall be responsible for development of creatives for print and social media. It shall develop concepts and actual creative to encourage general public for registration as voter and to motivate them for ethical voting. The bidder should advise how the campaign can be appropriately placed in local festivals for maximum outreach. The agency is to be appointed on retention basis for 24 months to carry out the following Scope of Work to bring the SVEEP campaign unified and organized in tune with the requirements of the office of CEO, Punjab.

Sr. NO.	TASK	SCOPE
1.	Planning of communicative strategy for Voter education and effective participation in democratic process.	The agency should work out a <b>social media and other media</b> communication strategy for effective outreach to voters for enhanced and effective participation in democratic process. The agency shall chalk out advertisement strategy for <b>social media and other media</b> and develop creatives for printing and development of short promotional videos, <b>artwork, animations etc</b> . The actual release will be through the bidder after approval.
2.	Media Communication and Advertisement Campaign Strategy to assist the SVEEP campaign in tune with that of the state of Punjab.	To effectively utilize communication strategy for effective delivery of SVEEP campaign. The campaign should have variety and suit specifically in social media and <b>other media</b> . It should be focused on maximization of participation of hitherto indifferent groups like youth, NRIs, Person with disability (PwD), Women, Transgenders, Service Voters etc. <u>The details have to be inferred from the available data.</u>
3.	Creation and Maintenance of Social Media Platforms in service/furtherance/execution of the Communication strategy <b>and digital marketing.</b>	Agency shall create and maintain the official Facebook Page, Twitter handle, Instagram, Google+, YouTube and other relevant social media platforms to dynamically service the Communication Strategy. This will include, besides other things, <u>creation and deployment of minimum 24 unique posts (after approval) each month to largely targeting to young, NRI and person with disability (PwD), Women voters, including widespread share of same. Increase in new viewers and new followers of at least 50,000 per month.</u> <b>Agency needs to ensure effective and seamless execution of digital marketing strategy.</b>  Same posts need to be made available in formats that



		can be also used in non-digital platform such as banners, hoardings, posters so as to assist field level of SVEEP campaigns.
4.	Creation of Video Clips	<p>Agency will be required to create on an average two creative video clips of between minimum 30 seconds to maximum of half an hour duration each per month (24 in a year) on any of the subjects indicated by the CEO, Punjab. The content should be of full HD quality and such that it could be uploaded or played on all Social Media platforms and any other medium (Television, Cinema etc.) as need be.</p> <p><i>Note: Failure to deliver Video Content in full HD format will invite a penalty of 50% of each video cost quoted and will be deducted from the pending bills.</i></p>
5.	Creation of Audio Clips	As per requirements
6.	Creation of Animation clips	As per requirements
7.	Translation and Dubbing of SVEEP material (Print & Audio/Visual)	<p>Agency will also be responsible for translating the SVEEP material in the form of creative like Newspaper advertisements, banners, posters and audio/visual and other clips etc. received from the Election Commission of India or any other SVEEP related work given by the Office of Chief Electoral Officer, Punjab.</p> <p>In addition, the agency will be responsible for translating Election Commission of India's quarterly magazine (3 additions in a year) of around 100 pages.</p>
8.	Capturing all SVEEP activities (Photography/Videography)	Agency will be responsible for capturing all SVEEP activities undertaken at Head Office level with high quality Photography and Videography.
9.	Social Media Moderation and creation of Hashtags	<p>The Agency shall moderate and answer all conversations (with prior approval) on the above mentioned platforms as well as tagged conversations happening on other channels across social media. <u>Creation of Hashtags</u>. The Moderation shall be done <u>at least 6-8 times daily in order to effectively deal with spam, unauthorized advertisement, inappropriate content etc.</u></p>
10.	Designing, artwork, layout of publication works	Agency will be responsible for designing, artwork, graphics, animation, layout and content editing etc. of any publication like Newsletter, periodical that CEO,

		Punjab may publishes from time to time.
11.	Social Media Monitoring and Perception Issues	The agency shall, using latest social media tools such as Microsoft CRM or other relevant tools (after approval), monitor social sentiment with regard to the electoral registration, SVEEP and Conduct of elections, including Model Code of Conduct.
12.	Copyright	Photographs and Videos used and the content shared online must be copyright protected.

## 2.2. Manpower

The agency will deploy a dedicated team of creative and innovative minds with at least three persons for creation, management and delivery covering the entire range of activities as outlined in the scope of work/deliverables in addition to one manpower on demand basis for creation of Video content. The CEO, Punjab shall provide suitable place. The agency shall arrange computer hardware, photography & videography (cameras) and other relevant equipment required for developing video content and creatives.

The firm shall place following manpower at the CEO, Punjab:

1. A Well qualified Social Media expert having experience in digital marketing and also having prior experience of working in campaigns of similar projects.
2. A Graphic designer well versed with all the latest designing tools & software having expertise in at least in basic software such as PageMaker, CorelDraw and PhotoShop etc. and proficiency of designing in English and Punjabi.
3. A Translator having proficiency to translate from English to Punjabi.
4. One Photographer cum Video Content Developer having proficiency to create and edit Full HD quality video clips and creatives as per scope of work and on demand basis.

### Working Hours

Persons designated for the project will be available in the CEO, Punjab office as per the office timing. However, they will be required to work even after office hours as and when required on 24x7 hour basis.

## 2.3. Language

The content shall be created in Punjabi and English and translation from Hindi to Punjabi and English to Punjabi.

## 2.4. TIMELINES

The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts at time 'T' (Issuance of Work Order).

Social Media Management- TIMELINES		
Sr. No.	Deliverables	Timelines
1.	Preparation and Submission of Communication Strategy	T + 5-days
2.	Content Creation and Deployment	5 <sup>th</sup> day onwards
3.	Moderation and Monitoring of Perception	Continuous Work

Weekly Progress Reports (WPRs) to be submitted every week indicating the activities remaining / completed as against the scheduled tasks / activities.

## Section-3 (Instructions to Bidders)

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

### 3.1. General Information

- a) CEO invites responses ("Tenders") to this Request for Proposals ("RFP") from eligible development of communication strategy and designing of advertisement campaign.
- b) Any contract that may result from this Government procurement competition will be issued for a term as mentioned in the Document Control Sheet.
- c) CEO reserves the right to extend the Term for a period or periods with a

maximum of three such extension or extensions on the same terms and conditions, subject to the CEO's obligations at law.

- d) Proposals must be received not later than time and date mentioned in the Document Control Sheet. Proposals that are received late WILL NOT be considered in this process.

### **3.2. Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CEO to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CEO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.3. Language**

The Proposal should be filled by the Bidder in the language as mentioned in the Document Control Sheet. If any supporting documents submitted are in any language other than that mentioned in the Document Control Sheet, translation of the same is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the translation in the language as mentioned in the Document Control Sheet shall govern.

### **3.4. Eligibility Criteria (EC)**

- a) The bidder should be having valid & legal registration. Bidder should be in the business of **Social media/Multi-Media including audio, video, animation, graphic designing etc. for 3** Years as on 31/03/2019.
- b) The bidder should have minimum cumulative turnover of Rs. 1.50 Crores (Rs. One Crore fifty lakh Only) for last 3 financial years. The proof of turnover of last three financial years 2016-17, 2017-18 & 2018-19 should be certified by Charter Accountant.***

c) Bidder should have executed atleast three orders in **Social media/Multi-Media including audio, video, animation, graphic designing etc.** for State Government/PSUs, and having experience in rendering similar development of communication strategy and designing of advertisement campaign of minimum Rs. 25.00 Lakh each during last three financial years (2016-17, 2017-18 & 2018-19).

d) Bidder must submit their valid PAN/TAN/GST Number whichever is applicable.

e) Bidder shall furnish declaration of ineligibility for corrupt or fraudulent practices (undertaking to be given as per Appendix-5).

f) Technical Eligibility

1. *The Bidder must have an office in Chandigarh or Mohali.*
2. *Should not be black listed by any Government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) persisting on the last due date of receipt of tender.*
3. *The Bidder should have rendered services to atleast 3 clients in the last three years with the social media management/ multi-media production including audio, video, animation, graphic designing etc. for Centre/State Government/PSUs.  
Please attach relevant project citations mentioning the project title, the value of the contract, the contract duration, the number and brief details of personnel deployed, and project work order / completion certificates.*
4. *Should have valid GST Registration.  
Please attach a copy of the PAN and the GST Registration.*
5. *The bidder should submit documents related to their best 2 projects of last 3 years, which will be evaluated by Proposal Evaluation Committee.*
6. *The bidder should have in-house capabilities of video production and social media/ advertisement, **digital marketing**, production and management team. Inspection of the production house and site office will be done by the officers authorized by the Chief Electoral Officer, Punjab before opening the financial bid.*
7. *Bidder should have minimum eight on-roll employees, stating the tenure of the employee with the bidder.*
8. *The bidder should have all registration required under various Acts.*

**BIDS THAT ARE FOUND RESPONSIVE AND QUALIFY ON ALL THE ELIGIBILITY CONDITIONS HERE SHALL ONLY BE CONSIDERED FOR TECHNICAL EVALUATION.**

### **3.5. Earnest Money Deposit (EMD)**

- a) The EMD lying with the CEO in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. In case of re-tender, EMD paid shall be refunded and bidders will be required to resubmit the EMD.
- b) The EMD will be forfeited on account of one or more of the following reasons:
  - i) Bidder withdraws its Bid during the validity period specified in the tender.
  - ii) Bidder does not respond to requests for clarification of its Bid.
  - iii) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - iv) If successful bidder fails to sign the contract in time or fails to furnish PBG in time
  - v) Any other reason as per clause mentioned in Terms & conditions of this document.
- c) The EMD of unsuccessful bidders shall be refunded within one month after final award of contract.
- d) EMD of the successful bidder will be released only after the bidder signs the final agreement/ accepting the Purchasing Order and furnishes Performance Bond Guarantee.
- e) No interest shall be paid on EMD by the Government.
- f) In case the process is annulled for any reason, the EMDs shall be refunded within one month of the annulment notification.

### **3.6. Submission of Proposals**

- a. The bidders should submit their responses as per the format given in this RFP in the manner mentioned in the Document Control Sheet. The following RFP

documents are to be submitted, completed in all respects in support of the prequalification:

- i. Appendix 1 - Bid Sheet
  - ii. Appendix 2 – Checklist for Enclosures (including documents mentioned therein)
  - iii. Appendix 4 - Special Power of Attorney
  - iv. Tender Fee & EMD payment receipt
- b. The Response to, Technical Proposal and Financial Proposal should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be. All pages should be numbered as "Page # of n" and duly signed with seal of the bidder.
- c. The documents to be submitted as part of the Technical proposals are as under in Envelop – A:-
- Appendix – 6 – Compliance Sheet for Technical Proposal
  - Appendix – 7 – Letter of Proposal
  - Appendix - 8 – Project Citation Format
  - Appendix – 9 – Proposed Solution
- d. The documents to be submitted as part of the financial proposal are under in Envelop – B:-
- Appendix - 10
- e. Please note that prices should not be indicated directly or indirectly in the Technical Proposal, if found to be written in technical proposal the bid of the firm will be rejected.
- f. The two envelopes containing copies of Technical Proposal and Financial Proposal should be put in another single sealed envelope clearly marked << RFP Reference Number>> and the wordings "DO NOT OPEN BEFORE" <<Date and Time as mentioned in the Document Control Sheet>>.
- g. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to

- be returned unopened in case it is declared "Late".
- h. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
  - i. The original proposal/bid shall be signed with blue ink pen. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
  - j. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
  - k. In case of any discrepancy observed by CEO in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
  - l. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by CEO in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

### **3.7. Venue & Deadline for Submission of Proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to CEO as mentioned in the Document Control Sheet.

### **3.8. Late Bids**

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened by Speed-post only.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) Office of CEO shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject



will be entertained.

- d) CEO reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **3.9. Deviations**

The bidder may not provide any deviation / non-compliance to the contents of the RFP document. Any deviation /non-compliance may lead to rejection.

### **3.10. Tender Validity**

- a) Bids shall remain valid for a period of 180 days from the last date of submission of Bids. The CEO reserves the right to reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the CEO may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder accepting the request will not be permitted to modify its Bid. The bid security shall also be suitably extended.

### **3.11. Tender Opening**

The submitted Proposals will be opened by the Proposal Evaluation Committee, in the presence of such of those Bidders or their representatives who may like to be present at the time of opening. The date of opening shall normally be as per the Document Control Sheet. However any change in the date shall be mentioned on the CEO website only.

The representatives of the bidders should be advised to carry the identity proof or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal, besides personal photo id.

### **3.12. Period of Agreement**

The department will go for agreement with the successful bidder initially for two years, which may be extended on year to year basis on requirement basis.

### **3.13. Evaluation Process**

- a) A Proposal Evaluation Committee shall be formed to evaluate the responses of the bidders
- b) The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The recommendation of the Proposal Evaluation Committee in the evaluation of responses to the RFP will be submitted for final approval by competent authority. No correspondence will be entertained in this regard.
- d) The Proposal Evaluation Committee may ask for discussion with the Bidders to seek clarifications on their proposals if the Proposal Evaluation Committee desires and feels the need for it.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

## **4. BID Evaluation**

### **4.1 Tender Evaluation**

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals :
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial

offers submitted

- Submitted without the documents requested in the RFP document
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period
- Without EMD

b) All responsive Bids will be considered for further processing as below:-

- A list of responsive bidders shall be prepared by the Proposal Evaluation Committee, who complies with all the Terms and Conditions of the Tender. This list will be uploaded on CEO website.
- All eligible bids will be considered for further evaluation by a Proposal Evaluation Committee according to the Evaluation process defined in this RFP document.
- The decision of the CEO will be final in this regard.
- Financial bids of successful bidders shall be opened on a date which shall be specified on CEO website. Interested bidders may attend if they so desire.

## **4.2 Clarifications and Amendments of Tender**

- a) During the process of evaluation of the Bids, the CEO may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time frame.
- b) The CEO may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out through corrigendum and the bidders may be asked to amend their Bid due to such amendments. Bidders are advised to check <http://ceopunjab.nic.in> website regularly for amendments to the tender.
- c) In order to allow bidders reasonable time in which the bidder can incorporate the amendment, if any made by this office in preparing their bids, CEO may at its discretion extend the deadline for submission of bids.

### 4.3 Process for Selection of Bidder

This tender is intended to result in selection of bidder. Sealed tenders are invited from eligible, reputed, qualified entities as detailed out in the Scope of Work under Section 2 of this RFP Document. This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in this RFP Document. Subject to terms mentioned in the tender, a three-stage process, as explained below, will be adopted for evaluation of proposals submitted upto the specified date and time. Proposal Evaluation Committee may call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Proposal Evaluation Committee is at discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. Proposal Evaluation Committee may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation.

#### a) Pre bid qualification

- i) Preliminary Scrutiny: Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed, whether any computational errors have been made. Proposals not conforming to such preliminary requirements are subject for being rejected and EMD may be forfeited.

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the RFP document
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period
- Without EMD

- ii) Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the

eligibility criteria stated above and Non-conforming proposals will be rejected.

**b) Technical Bids**

- i) Technical bids would be opened for only those bidders who qualify the Pre-qualification evaluation.
- ii) Technical bid would be examined by the Proposal Evaluation Committee on the basis of compliance to specifications.
- iii) Technical bid evaluation would be done by considering the technical specifications, technical deviations and certifications submitted by bidders. Technical specifications as mentioned in **Technical Scoring Model** are mandatory and have to be adhered to by the bidders.

**Technical Scoring Model**

Sr. No. (a)	Parameters (b)	Detail of work & experience (c), [Related to (b)]	Maximum Marks
1.	Evaluation will be done in respect of the best two projects as mentioned in Para No. 3.4(g)(5). Each Project will be of 15 Marks.		30
2.	Approach & Methodology including but not limited to the following:  Understanding of Project and Scope of Work as in how the strategy would aim to achieve  High Electoral Registration  Ethical voting  Exercising democratic right etc.  innovativeness of advertisement campaign including digital marketing  Ideation and Moderation Strategy with media platforms		45
3.	Team Composition(Experience of the team members pledged for the work:  <i>25 marks for more than 5 years experienced resources, in case less than 5 years' experience, 5 marks for each completed year of experience will</i>		25

	<i>be awarded )</i> Attach necessary documents for this.		
	TOTAL MARKS (*TECHNICAL SCORE)		100

- iv) The minimum qualifying marks in Technical Bid is 60.
- v) Proposal Evaluation Committee would evaluate the technical deviations and the Proposal Evaluation Committee would be entitled to reject the bid.
- vi) Only those bidders shall qualify technical bid who strictly comply with all the technical Scoring Model or deviations are accepted by Proposal Evaluation Committee or bidder is willing to withdraw all the deviations as recommended by Proposal Evaluation Committee.
- vii) Bidders have to show a presentation / demonstration of the proposed solution.
- viii) The technical bid cover include EMD cover (Envelop-A) and price bid cover (Envelop-B) shall be then put in a single outer and sealed appropriately by use of sealant. The outer cover shall be super scribed as :

**“Creative content development and Social Media Management for Systematic Voters’ Education and Electoral Participation (SVEEP)”**

**c) Financial Bids**

- i) Financial bids would be opened for only those bidders who qualify the technical bid.
- ii) The Prices quoted shall be in INDIAN RUPEES (INR) only. The tender is liable for rejection if the Price Bid contains conditional offers.
- iii) Financial bids would be examined by the Proposal Evaluation Committee.
- iv) The bidder shall indicate module-wise rate and total cost price.

a.	b.	c.	d.	e.
<b>Sr. No.</b>	<b>Parameters</b>	<b>Unit</b>	<b>Cost</b>	<b>Total Cost including GST</b>

1.	Media Communication strategy	Lump sum		
2.	Charge as a retainer	Monthly		
<b>TOTAL PROJECT COST</b>				

- v) L1 will be declared on the total cost basis of all the modules/tasks.
- vi) The price quoted by the Bidder shall include cost and expenses on all counts viz. equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & out-station expenses, etc. and any other cost involved in the supply, commissioning and delivery of services.
- vii) If any new taxes are levied by Government or tax rates are revised, which become payable for payment by Government during the period of execution then that will be additionally paid so that there is no dispute regarding payment arising due to any Government decision.
- viii) A bid submitted with adjustable price quotation shall be treated as non-responsive and hence will be rejected.
- ix) If there is discrepancy in the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. Moreover, if there is any discrepancy between words and figures, the amount in words will prevail.
- x) If the bidder does not accept the correction of error(s) as specified above, its bid will be rejected. Moreover, any conditional bid would be rejected; in both cases EMD will also be forfeited.
- xi) Least cost financial proposal will be designated as L1. As the work is not feasible to distribute among the L1 bidders, in case, there are two or more bidders having the same 'L1' price in the financial bid then all bidders having same L1 will be asked to re-submit financial bid in sealed envelope within specified time period, which shall be communicated to bidders.
- xii) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of

extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids

- xiii) Price Bid shall be placed in sealed separate covers and super scribed as Price Bid and then only should be placed in (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscripted as :

**“PRICE BID - Creative content development and Social Media Management for Systematic Voters’ Education and Electoral Participation (SVEEP)”**

- d) Selected bidder will be awarded the contract on the basis of technical compliance & financial bids. The selected bidder would be required to undertake the assignments as mentioned in the ‘ **Scope of Work.**’

#### **4.4 Right to Accept or Reject Bid(s)**

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

If a Bid is selected, it will be the most advantageous regarding price, compliance of offered products to the specifications provided in the RFP, the Bidder’s qualifications and capabilities to provide the specified product/service, and other factors which CEO may consider.

#### **4.5 Disqualifications**

The CEO may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:



- a) Made misleading or false representation in the forms, statements, certificates, work orders and attachments submitted as proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) Submitted a Bid that is not accompanied by correct / relevant documents or is non- responsive;
- d) Failed to provide clarifications when sought within applicable/cited stipulated time;
- e) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted (**Appendix-5**).
- f) Submitted a Bid with price adjustment/variation provision.

## 5 Terms & Conditions

### 5.1 General Terms

- a) No advance payment will be made to Bidder.
- b) No conditional Tender will be considered.
- c) Consortium are not permitted
- d) The Tender will be automatically rejected if submitted incomplete or informally.
- e) The Financial Bid of only those Tenderer(s) will be opened who qualify technically and comply with the main Terms and Conditions.
- f) The Tender of the Bidder who have been blacklisted due to any reason by Central Government or any State Government will not be entertained. A self-declaration on the non-judicial paper of required value will be given by the Bidder that he/she or his/her company/firm has not been blacklisted by any of the Central Government/ State Government/PSUs. The Tender of such Bidder will be rejected as and when it comes into the notice of the Department. And, in case of time loss to the Department owing to representation of wrong information by such a Bidder, the loss occurred shall be recoverable from any pending/releasable payment, earnest money and security deposits etc. of such Tenderer(s) as deemed fit by the Competent Authority.
- g) Bidders shall submit Earnest Money Deposit (EMD) amounting to Rs. 25000 (Twenty Five Thousand) along with Bid as mentioned in the Document Control Sheet.
- h) The selected bidder will have to deposit Security @ 10% of the total amount of work assigned in the shape of Performance Bank Guarantee (PBG) or Fixed Deposit Receipt (FDR) from any Nationalized/Scheduled Bank with validity date **DD/MM/YYYY** in favour of Chief Electoral Officer, Punjab, Chandigarh within 7 working days of date of issue of Letter of Intent (LOI). The validity date of security deposit can also be extended if required by this Department.
- i) In case the security deposit along with Letter of Acceptance (LOA) is not submitted by the Vendor within 7 days from the date of issuing of Letter of Intent (LOI), the EMD deposit will be forfeited.
- j) All the deliverable should be supplied by the bidder within stipulated period, in case of failure, 10% penalty per month will be charged.

- k) No interest will be payable on the earnest money and security deposit of the Firm.
- l) The bidder must provide photo copy of company/firm's PAN/TAN/GST/any other detail and Bank Account Number including IFSC code along with its branch address in the Tender Document itself.
- m) All the payments will be made online, Bidder has to submit the full details of Company's bank account with Bank name, address, IFSC Code, supported by cancelled cheque.
- n) The payment of bills will be made after deducting the Tax at source and other statutory taxes as applicable under the Central and State Government Acts/Rules.
- o) In case of any dispute the bidder will be bound by the decision of the Chief Electoral Officer Punjab, Sole Arbitrator, and further dispute if any will be settled in the Civil Court, having jurisdiction at Chandigarh.
- p) The Bidder must sign all the pages of this Tender Document and return the same with the Tender to be submitted so as to confirm that he agrees to all the terms and conditions of the Document;
- q) In case the Bidder requires any clarification; he may contact Sh. Pushminder Singh, System Manager, Chief Electoral Officer, Punjab on telephone no. 0172-2722590; & on mobile no. 98550-71162.
- r) Chief Electoral Officer, Punjab reserves the right to reject all or any of the bid(s) received, and to annul the Tendering process without assigning any reason. CEO also reserves the right of negotiations with L-1, if considered necessary.

**5.2 Risk Purchase:** If successful tenderer fails to development of communication strategy and designing of advertisement campaign within the stipulated period, CEO reserves the right to assign this job to L2 vendor or otherwise from alternative sources at the vendor's (L1) risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and /or Bank Guarantee, the same may be recovered if necessary by due legal process.

### **5.3 Force Majeure:-**

- i. The Vendor shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or

other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the CEO in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**5.4 Arbitration**-In case dispute arising between the Department and the Vendor, which has not been settled amicably, the Vendor can request the Department to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Secretary to Govt. of Punjab, Department of Elections-cum-Chief Electoral Officer as Arbitrator. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award.

### **5.5 Fraud and Corruption**

It is required that the Bidders submitting Bid and the successful bidder selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

a) For this purpose, definition of the terms are set forth as follows:

**i) "Corrupt practice" means**

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CEO office who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising

there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CEO office, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

(ii) Save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CEO in relation to any matter concerning the Project;

ii) **“Fraudulent practice” means** a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Department of the benefits of free and open competition;

iii) **“Unfair trade practice” means** supply of equipment different from what is ordered on, or change in the Scope of Work.

iv) **“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.

b) The Department will declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding / participating in the contract, if it at any time determines that the selected bidder has engaged in corrupt, fraudulent, unfair trade or coercive practice in competing for, or in executing, the contract.

## 5.6 Conflict of Interest

The selected bidder should provide professional, objective, and impartial services and at all times hold the Department’s interests paramount, strictly avoid conflicts with other

assignments / jobs or their own corporate interests and act without any consideration for future work.

- a. A bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the “**Conflict of Interest**”). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the CEO shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the CEO for, *inter alia*, the time, cost and effort of the CEO including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the CEO hereunder or otherwise.
- b. The CEO requires that the Vendor providesolutions which at all times hold the CEO’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CEO.
- c. Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the selection process, if:
  - i. The bidder and any other bidder have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an bidder or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such bidder in the other bidder is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in

the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

– a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such bidder is also a constituent of another bidder; or
  - iii. such bidder receives or has received any direct or indirect subsidy or grant from any other bidder; or
  - iv. such bidder has the same legal representative for purposes of this Application as any other bidder; or
  - v. such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other bidder; or
  - vi. There is a conflict among this and other solution assignments of the bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing development of communication strategy and designing of advertisement services and related solutions to the CEO for this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - vii. A firm hired to provide development of communication strategy solutions for the implementation of a project, will be disqualified from subsequently providing works or services related to the same project;
- d. A bidder eventually appointed to development of communication strategy and designing of advertisement campaign shall be disqualified from subsequently

providing works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to solutions/services delivered to the CEO in continuation of this systems implementation or to any subsequent services executed for the CEO in accordance with the rules of the CEO.

## **5.7 Issue Management**

### **a) General**

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between CEO and Vendor. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

### **b) Issue Management Procedures**

- i. Either CEO or Vendor may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- ii. The CEO and the Vendor will determine which committee or executive level should logically be involved in resolution.
- iii. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- iv. The CEO and the Vendor shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- v. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.



## 5.8 Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame. Either CEO or Bidder can initiate the procedure. The “moving party” should promptly notify the other party that management escalation will be initiated. Management escalation will be defined as shown in the contact map below. Escalation will be one level at a time and concurrently.

i. **Contact Map**

<b>Escalation Level</b>	<b>Bidder* Representative with contact Details</b>
Level 1: Project Manager	
Level 2: Project Director	
Level 3: Steering Committee	

\*Bidder shall provide information for the following:

- a) Chief Executive Officer
- b) Team Members/ Engineers

## 6. Execution of Work

### 6.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with this department which reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. **The Tender Accepting Authority** may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by this department, the successful bidder shall have no right to withdraw their tender or claim higher price.

### 6.2 Letter of Intent (LOI)

After acceptance of the Tender, a Letter of Intent (LOI) will be issued to the successful bidder.

### 6.3 Award of Contract

- a. L1 bidder will be declared as a successful bidder and contract will be signed with him.

*In case CEO, Punjab finds that the successful bidder is unable to supply the services as per the conditions, or within the time period fixed, then he will be at liberty to cancel the order of work after giving due opportunity to the agency.*

- b. No dispute can be raised by any bidder whose bid has been rejected and no claims will be entertained or paid on this account.

### 6.4 Payment of Security Deposit (SD)

The successful bidder will be required to remit a **Security Deposit (SD) of 10%** of the final negotiated value of the work

## 6.5 Service Level Agreements

A Service Level Agreement shall be entered between the selected agency and CEO, Punjab. This agreement shall specify-

- a. The agency shall submit Analytic Reports of all platforms like Facebook, Twitter, Youtube etc. showing the increase of fan followers on weekly basis.
- b. Similar growth of online audience / followers / viewers should be visible.
- c. Moderation Response Time- the agency shall ensure response time to comments and messages is within acceptable lag.
- d. The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The bidder can initiate an SLA review with the CEO. Normally, the forum for negotiating SLA changes will be CEO's quarterly meetings. Unresolved issues will be addressed using the issue management process. The bidder shall maintain and distribute current copies of the SLA document as directed by CEO. Additional copies of the current SLA will be made available at all times to authorized parties.

## 6.6 Execution of Contract

- a) The Successful Bidder should execute a Contract in the non-judicial Stamp Paper bought in Chandigarh in the name of the Bidder **within 7 days from the date of Letter of Intent issued by the CEO** with such changes/modifications as may be indicated by CEO at the time of execution on receipt of confirmation from CEO.
- b) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of CEO. CEO reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the security deposit of the successful bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne

by the successful bidder.

- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of CEO and CEO also have the right to recover any consequential losses from the successful bidder.

## **6.7 Release of Work Order**

After execution of the Contract and payment of Security Deposit, **Firm Work Order** for the work shall be issued by the CEO.

## **6.8 Refund of EMD**

The EMD amount paid by the successful bidder will be adjusted towards Security Deposit payable by them. The EMD amount of the Unsuccessful Bidder will be refunded after finalization and signing of Contract Agreement with the successful bidder.

## **6.9 Execution of Work Order**

The successful bidder should nominate and intimate the CEO for a Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the said Manager fully familiarizes herself/himself with the Tender Conditions, Scope of Work and Deliverables.

## **6.10 Release of Security Deposit**

The security deposit will be refunded to the successful bidder on completion of entire supply of service, and at the end of the contract period, including extended period, if any, subject to satisfaction of CEO. Such completion would be arrived at when the entire service is rendered by the successful bidder as per the Contract Agreement and as per Work Order(s) issued by CEO.

### **6.11 Assigning of Tender whole or in part**

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The successful bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

### **6.12 Payment Terms**

- a. The payments for retention fees as quoted in the Financial Bid shall be paid at the end of every month after deducting penalties, if any.
- b. Monthly retainer ship payment will resume only after the acceptance of the Media Communication strategy .

### **6.13 Penalty Clause**

- a. If the monthly creation numbers are less than 24 creations per month then only payment will be proportional to the number of creative's in addition to a flat penalty of 10% monthly due amount. The company is allowed to cover the shortfall within the subsequent month.
  - b. If there is no substantial fan followers (min. 50,000 followers should increase per month on Facebook, Twitter, Youtube etc. happens on Facebook and other platforms then an additional flat 10% amount from the monthly bills shall be deducted
- 

### **6.14 Forfeiture of EMD and SD**

- a) If the successful bidder fails to remit the SD, the EMD remitted by them will be forfeited to CEO and the tender will be held void. This is in addition to any steps taken for blacklisting of the company from providing services to CEO and/or other state government entities.
- b) If the successful bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited to CEO. This is in addition to any steps taken for blacklisting of the company from providing services to CEO and/or other state government entities

## **6.15 Termination of Contract**

### **a. Termination of default**

CEO may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any services within the time period(s) specified in the Contract, or fails to deliver the service as per the Delivery Schedule or within any extension thereof granted by CEO; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of CEO, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract, or has indulged in actions to the breach of the security and confidentiality of the electoral data base and sharing of the private information of the electors, be it textual or photographic.

### **b. Termination for Insolvency**

CEO may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CEO.

## **6.16 Chief Electoral Officer (CEO), Punjab, reserves the right to:**

- a. Negotiate with the bidder whose offer is the lowest evaluated price for further reduction of prices.
- b. Insist on quality / specification of the professionals to be deployed.
- c. CEO reserves its right to withhold any amount for the deficiency in the services provided to the customers.

## Appendix – 1 ( Bid Sheet )

Bidder's Bid Reference No. & Date:	
Bidder's Name & Address:	
Name of Contact Person:	
Designation:	
Telephone No.:	
E-mail ID:	
Fax No.:	

To

The Chief Electoral Officer, Punjab,  
SCO 29-32, Sector 17-E  
Chandigarh

Sir/Madam,

**Sub: Undertaking for participating in Tender for development of communication strategy and designing of advertisement campaign**

Ref: Tender No. ELEC-2020/ACT-

Date: dd/mm/yyyy

I/We \_\_\_\_\_ have gone through the Terms & Conditions, Scope of Work and will abide by them as laid down in the tender document, Technical bid and Price Bid.

I/We \_\_\_\_\_ hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I\We \_\_\_\_\_ hereby declare that all the particulars furnished by us in this tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal actions that may arise due to the above.

I/We \_\_\_\_\_ certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.  
In case of violation of any of the conditions above,

I/We \_\_\_\_\_ understand that I/We are liable to be blacklisted.

Yours faithfully

for \_\_\_\_\_

Name, Signature

Designation

Seal

**Note:**

Declaration in the company's letter head should be submitted as per the format given above

If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.



## Appendix - 2 (Check List for Enclosures)

Sr. No.	Documents to be Submitted	Yes or No
1.	Tender Fee & EMD payment receipt	
2.	Letter of Authorization /Power of Attorney for signing the Tender document	
3.	Bid Sheet	
4.	<b>Eligibility Criteria</b>	
I.	The bidder should be having valid & legal registration. Bidder should have Certificate of Incorporation/Partnership deeds duly attested by Notary /GST registration certificate/Income Tax returns duly attested by Notary along with particulars of proprietorship concerns for the last 5 years.	
II.	The bidder should be having valid & legal registration. Bidder should be in the business of Social media/Multi-Media including audio, video, animation, graphic designing etc. for 3 Years as on 31/03/2019.	
III.	Past Experience Copy of Work orders and Completion Certificate received from the Customers as per clause (c) of Section 3.4.	
IV.	Bidder should have minimum cumulative Turnover of Rs. 1.50 Crore for last 3 financial years 2016-17, 2017-18 & 2018-19. Copies of audited Balance sheet and Certificates from Chartered Accountant for the last 3 Financial Years (2016-17, 2017-18, 2018-19) as a Proof for turnover.	
V.	Self-declaration certificate for black listing	
VI.	<b>Documents related to their best 2 projects of last 3 years.</b>	
VII.	<b>Address details of in-house video production and site office in Chandigarh / Punjab</b>	
VIII.	<b>List of on-roll employees stating their tenure.</b>	

**Appendix - 3 Profile of the Bidder  
(Pre-Qualification Section)**

<b>1.</b>	Name of the Company	
<b>2.</b>	Year of incorporation	
<b>3.</b>	Nature of the Company (Registered Company or Partnership)	
<b>4.</b>	Registered Office Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact person Mobile No.	
	Email Address	
<b>5.</b>	Registration Details	
	Permanent Account Number (PAN)	
	GST Registration Number	

## Appendix - 4. Special Power Of Attorney

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (No ELEC-2020/ACT- ) for selection of Service Provider for <<project name>> and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>><<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<Signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<Signature, name & designation of person witness to this attorney>>

<<Signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<Signature, name & designation of person executing attorney and name of company>>

**Appendix – 5 (Declaration Letter on Non Blacklisted Company/Firm)  
(To be filled, Signed - Pre-Qualification Section)**

*[Bidders are required to submit the Declaration letter as given here on their letterhead]*

To

The Chief Electoral Officer, Punjab  
SCO 29-32, Sector 17-E,  
Chandigarh

**Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.**

Dear Sir,

We, the undersigned, hereby declare that:

We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions/Banks/PSUs in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Designation

Seal

Date:

Place:

## Appendix – 6 (Compliance Sheet for Technical Proposal)

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal

S. No	Criteria	Supporting*	Provided (Yes/No)	Reference Page Number
1.	Covering Letter for Technical Proposal			
2.	Work experience with any Government of India department/any State Government department / PSUs in the last 3 years	Filled Project Citation and Purchase / Work		

In addition to above, the following parameters must be filled by the bidder:-

Sr. No. (a)	Parameters (b)	Detail of work & experience (c) [ Related to (b)]
1.	Evaluation will be done in respect of the best two projects as mentioned in Para No. 3.4(g)(5). Each Project will be of 15 Marks.	
2.	<p>Approach &amp; Methodology including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Understanding of Project and Scope of Work as in how the strategy would aim to achieve                             <ul style="list-style-type: none"> <li>✓ High Electoral Registration and Electoral Participation                                     <ul style="list-style-type: none"> <li>▪ Young Voters.</li> <li>▪ NRI Voters</li> <li>▪ PwD voters.</li> <li>▪ Women voters</li> </ul> </li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>✓ Ethical voting.</li> <li>✓ Accessible Voting.</li> <li>✓ Awareness of EVMs &amp; VVPATs</li> <li>✓ High Percentage of Voting.</li> <li>✓ Exercising democratic right etc.</li> </ul> <ul style="list-style-type: none"> <li>• innovativeness of advertisement campaign</li> <li>• Ideation and Moderation Strategy with media platforms</li> </ul>	
<b>3.</b>	<p><i>Team Composition(Experience of the team members pledged for the work: 25 marks for more than 5 years experienced resources, in case less than 5 years' experience, 5 marks for each completed year of experience will be awarded ) Attach necessary documents for this.</i></p>	
	<b>TOTAL MARKS (*TECHNICAL SCORE)</b>	

Signature of the Tenderer /  
Bidder along with Stamp

## Appendix-7 (Letter of Proposal)

To:

<Location, Date>  
The Chief Electoral Officer,  
SCO 29-32, Sector 17-E,  
Chandigarh- 160017

**Subject: Submission of the Technical bid for <Name of the assignment>**

Dear Sir/Madam,

We, the undersigned, offer to provide Creative Content Development and Social media management for systematic voters education and electoral participation (SVEEP) to the Election Commission of India on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Document Control Sheet. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and* \_\_\_\_\_  
*initials*]:

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_

Date : \_\_\_\_\_

## Appendix 8 – (Project Citation Format)

<b>Relevant CREATIVE CONTENT DEVELOPMENT AND SOCIAL MEDIA MANAGEMENT project experience</b>	
General Information	
Name of the project	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date ,extensions if any with reasons and current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	



## **Appendix-9 : ( Proposed Solution)**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to give a presentation Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology
- d) Feasibility parameters for the proposed solution in respect of understanding of CEO requirements

## Appendix 10: (Financial Proposal Template)

### Form to be used in Financial Proposal

To:

<Location, Date>

The Chief Electoral Officer,

SCO 29-32,

Sector 17-E,

Chandigarh- 160017

**Subject:** Submission of the Financial bid for <Provide Name of the Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the our Services for Creative Content Development and Social media management for systematic voters education and electoral participation (SVEEP) <<Title of Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached financial quote is for the sum of <<Amount in words and figures>>. This amount is inclusive of all taxes & levies.

### **FINANCIAL BID FORMAT**

(To be submitted in Envelope- "B")

a.	b.	c.	d.	e.
Sr. No.	Parameters	Unit	Cost in Rupees	Total cost in rupee including GST
1.	Media Communication Strategy for Creative Content Development and Social media management for systematic voters education and electoral participation (SVEEP)	Lump sum		
2.	a) Cost per Video Clip per second	Lump sum		
	b) Cost per Animation Clip per second	Lump sum		
	c) Cost per Audio Clip per second	Lump sum		

3.	Charge as a retainer	Monthly		
	<b>TOTAL PROJECT COST</b>			

**1. PRICE AND VALIDITY**

1. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <180> calendar days from the date of opening of the Bid.
2. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
3. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

**2. UNIT RATES**

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

**3. TENDER PRICING**

We further confirm that the prices stated in our Financial bid are in accordance with your Instruction to Bidders included in Tender document. The above mentioned rates mentioned against each major task are inclusive of the rates of the Sub Heads, Activities, Sub Activities mentioned in the scope of work and keeping in view the role of agency and other activities.

**4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

**5. PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix 11> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive. We declare that all the services shall be performed strictly in accordance with the Tender documents. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

## Appendix – 11 – (Performance Bank Guarantee)

### (To be submitted within 7 days after Letter of Intent)

Note:- PBGs need to be submitted in the desired format:

- a.) 10% of total project cost valid from the date of signing of Contract till /2020.

*Chief Electoral Officer, Punjab*

*SCO 29-32, Sector 17-E,*

*Chandigarh*

This deed of Bank Guarantee made this <<day>> day of <<month>><<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favor of Chief Electoral Officer, Punjab situated at SCO-29-32, Sector 17-E, Chandigarh – 160017 (hereinafter referred to as “The Department” which expression shall include their successors).

2. Whereas the Department has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Service Provider <<project name>>.
3. In consideration the Department selecting the Company as Service Provider to <<project name>> as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum up to Rs <<amount>> (Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding

pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.

5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 31.08.2019 in case of PBG mentioned in point (a) above from the date of its execution i.e. up to <<day>> day of <<month>><<year>> , or the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee
7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.

9. NOTWITHSTANDING anything contained herein,
- a. Our liability under this Bank Guarantee is restricted to Rs<<amount>> (Rupees <<in words>>),
  - b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and
  - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before dd.mm.yyyy.
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable up to the sum stated hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

## Appendix - 12 Contract Agreements

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Chandigarh by the Service Provider for the Tender for “**CREATIVE CONTENT DEVELOPMENT AND SOCIAL MEDIA MANAGEMENT FOR SYSTEMATIC VOTERS’ EDUCATION AND ELECTORAL PARTICIPATION (SVEEP)**”

**(NO FIGURES INNUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at Chandigarh between The Chief Electoral Officer, Punjab, Chandigarh-160017, being the service recipient hereinafter referred to as the **Department**, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. \_\_\_\_\_ hereinafter referred to as the ‘**Company**’ (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas the Department and the Company, in pursuance thereof have arrived at the following terms and conditions:

Department is desirous of selection of agency for **CREATIVE CONTENT DEVELOPMENT AND SOCIAL MEDIA MANAGEMENT FOR SYSTEMATIC VOTERS’ EDUCATION AND ELECTORAL PARTICIPATION (SVEEP)**. For this purpose, it has floated Request for Proposal (No. ELEC-2020/ACT- ) for selecting suitable Company.

This Contract shall remain in force for the period of twelve months from the date of signing of Contract.

The Company agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department.

- a) The Company agrees to Creative Content Development and Social media management for systematic voter's education and electoral participation (SVEEP) as specified in the Tender within the stipulated period prescribed at the cost given in **Financial Bid**. This cost is firm and not subject to enhancement.



- b) The Company having represented to Department that it has the required professional skills, and personnel and technical resources, has agreed to services on the terms and conditions set forth in this Contract;
- c) The Request for Proposal (RFP) and its Corrigendum(s) issued in this regard will be a part of this agreement and all the conditions envisaged in RFP will be applicable in suo motto.
- d) **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**
  - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
  - ii) The following documents in relation with Request for Proposal issued for selection of vendor shall be deemed to form and be read and construed as part of this Agreement viz.:
    - a) Invitation for Bids
    - b) Instructions to Bidders (ITB)
    - c) General Contract Conditions (GCC)
    - d) Scope of Work (SOW)
    - e) All Annexure, amendments, supplements, corrigendum or clarifications thereto
    - f) Award of Contract.
  - iii) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Company.
  - iv) The mutual rights and obligations of the Department and the Company shall be as set forth in the Contract, in particular:
    - a) the Company shall carry out the services in accordance with the provisions of the Contracts;
    - b) the Company shall provide equipment/ services in conformance to terms and conditions laid out in RFP and strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
    - c) Department shall make payments to the Company in accordance with the

provisions of the Contract.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of Department
<b>1) Witness</b>	
<b>2) Witness</b>	

---