

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A unit of H.P. Government Undertaking)



e-TENDER

FOR

Empanelment of Digital & Social Media
Agencies

(e-Tender No: SEDC/Digital-Media/RE-T/2k22-1737)

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,
1st FLOOR, I.T BHAWAN, MEHLI, SHIMLA-171013, H.P.
Tel. Nos.: 0177-2623259, 2623043, 2623513
(Telefax): 0177-2626320.
Email: hpsedc@hpsedc.in
Website: www.hpsedc.in & <https://hptenders.gov.in>

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1. Invitation to Empanelment

- a. Effective communication is the key to the successful design and delivery of Government projects and services. It plays an important role in helping all stakeholders to understand their roles and responsibilities in project life cycle. Historically, it is found that many of the good programs of the Government did not produce the desired impact on account of very low acceptance by citizen, lack of consistency in communicating the right message and unplanned use of media channels.
- b. Awareness and Communication programs help program managers to ensure that relevant information reaches the right person at the right time, attracts attention of the users, create awareness about issues and finally influences the behaviour of all concerned in the desired direction. An effective awareness and communication program results in changes in the attitude and habits of the people.
- c. A need has been felt to create a well-planned and detailed multi-media communication strategy and thorough execution on pan-state basis. To carry out the tasks of various activities and campaigns using Digital Media Platform, services of advertising & creative agencies are sought from experienced firms as per the detailed scope of work defined in the subsequent paras below.
- d. HP State Electronic Development Corporation (HPSEDC) invites RFEs for empanelment of eligible firms/ agencies for providing Digital & Social Media Services as a service to various Departments of Government of Himachal Pradesh.
- e. Digital & Social Media Service Providers are advised to study the RFE document carefully. Submission of RFEs shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications. This section provides general information about the issuer, important dates and addresses.
- f. This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on the HPSEDC in any manner whatsoever.
- g. To be considered for empanelment process, Digital & Social Media Service Providers should submit their proposal against this RFE in accordance with the requirements described in this RFE.
- h. HPSEDC reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of RFE.

- i. This document is non-transferable.
- j. This Invitation for Request for Empanelment (RFE) has been published in the official website of HPSEDC (<http://www.hpsedc.in>) by way of a RFE notice: SEDC/Digital-Media/RE-T/2k22-1737.
- k. The detailed RFE Document contained in the following sections has been prepared to elaborate all conditions of this RFE document. In case of amendments/ changes (if any, based on feedback/ queries from any Service Providers) in this document, please check the corrigendum on <http://www.hpsedc.in>.
- l. Online e-bids (Technical & Financial) are invited from reputed Digital Media Agencies for the empanelment of Agencies for promoting Digital & Social Media activities in various State Government Departments for a period of two years from the date of issue of award letter. HPSEDC reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. HPSEDC shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- m. Method of selection is: Activity-wise lowest price quoted by the bidder will be declared as L1/ successful bidder for that particular activity. However, HPSEDC reserves right to allow other bidders to match activity-wise prices of L1 bidder in order to engage more than one agency.
- n. All necessary hardware, software, licenses would be procured by the shortlisted Digital & Social Media Service Provider at its own cost.

2. SCHEDULE OF THE TENDER PROCESS:

S. No.	Information	Details
1.	RFP No. and Date	No: SEDC/Digital-Media/RE-T/2k22-1737 Date: 24/05/2022
2.	Tender Fee	Rs 2,000/-
3.	Earnest Money Deposit (EMD)/ bid Security	Rs 50,000/-
4.	Bid validity period	180 days from the last date (deadline) for submission of e-Tenders.
5.	Validity of empanelment from the date of empanelment	two years
6.	Extension with mutual consent & upon satisfactory services during previous years.	one year (if required)
7.	Pre-bid meeting will be held on	30/05/2022 upto 11:30AM through Video Conferencing. VC Link is as under: https://meet.google.com/ufz-ptei-ckx
8.	Bid submission start date	07/06/2022 11AM
9.	Bid submission end date	15/06/2022 upto 02:30PM
10.	Opening of e-Tenders/ Bids	16/06/2022 at 2:30 PM
11.	Venue	H.P. State Electronics Development Corporation Ltd., 1 st Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

- (i) Eligibility-cum-Technical Bid shall be opened & initially eligibility of the bidders shall be evaluated. Thereafter, Technical Bids of Eligible Bidders shall be evaluated.
- (ii) Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.

**** Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on website www.hpsedc.in or <https://hptenders.gov.in> only.**
Bidders are advised to visit the said websites regularly.

Prospective bidders desirous of participating in this tender may submit their written queries to the undersigned before clarification end date and time mentioned above. Based on queries received, if required, HPSEDC may amend the tender/ issue corrigendum.

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website www.hpsedc.in and <https://hptenders.gov.in>

Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/ modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

3. Scope of Work:

The scope of work is a brief list of activities to be undertaken by the empaneled agencies depending on the requirement of State Government and events pertaining to it. The allocation of work will be based on QCBS (Quality Cost Based Selection) where in empaneled agencies will be called for Technical/Creative presentation.

HPSEDC intends to hire services of advertising & creative agencies on “***as and when required or Digital and Social Media as a Service on per month***” basis for various productions for social media and electronics media. The broad scope of work for these services, but not limited to, is as under:

1. **Content Writing:** The content writing should be done by the professional qualified in the field of journalism and proficient in both Hindi/ English languages, strong writing portfolio and should understand government functioning, so as to write Government specific contents for social media and electronic media. Beside the professional should:
 - a. Be able to write scripts for documentary films, radio jingles and advertisement films.
 - b. Help the department(s) to extend its digital footprint and drive more value through online content.
 - c. Have high level of creativity, as well as ability to use data-driven insight and proven track record of producing write ups that increase engagement and drive leads.
 - d. Be detail-oriented and committed to meet tight deadlines.
 - e. Following deliverables will be provided by the bidder:
 - i. Social Media Caption Text
 - ii. Blog writing
 - iii. Radio Jingles
 - iv. Script for Documentary Film
 - v. Advertisement Copy

Content Writing Service scope but not limited to, will be as under:

1. Blog writing – at least 3 blogs per week.
 2. Radio Jingles – Script for 5 Radio jingles per month.
 3. Scripts for documentaries- two every week
 4. Scripts for advertisement films- 5 every month
 5. Script for daily Himachal Bulletin of duration 5 to 8 minutes
1. **Graphic Designing:** The professional doing graphic designing must be able to create visual concepts by using computer software to communicate ideas that inspire, inform or captivate the urgent group. Further, should be able to develop the overall layout and production design for graphics, data presentations production etc. for social media advertisements, Plan concepts by studying the available information and material.

- a. **Skill Needed:** Adobe Suite, Coral Draw, Illustrator and any other latest software used for Social Media Graphics/Creatives (Concept, Content & Design) etc.

Graphic Designing work will be upto 100 infographics every month.

2. **Video Editing:** Skilled service will have to be provided by a professional who will be responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcast/ telecast. The material may include camera footage, dialoguer, sound effects, graphics and special effects. These services should be performed on latest machines with editing software such as latest version of Final Cut Pro or other software having upgraded and efficient capabilities. The following functionality will be performed under this work:
 - a. **Basic Video Editing:** (Basic editing of the existing raw footages—colour and audio correction—creating customised video snippets for different platforms)
 - b. **Intermediate Video Editing:** (Intermediate editing of the existing raw footages—colour and audio correction—text addition and basic animation—creating customised video snippets for different platforms)
 - c. **Advanced Video Editing & Video Creation:** (Advanced video editing & video creation with/without the existing raw footages—colour and audio correction—text addition and advanced animation—vectors/icons/images addition and advanced animation— creating customised video snippets for different platforms)

Video Editing Service scope but not limited to, will be as under:

1. Editing of daily Himachal Bulletin of duration vary for 7 to 10 minutes.
 2. Editing of Advertisement films of duration 30 to 60 seconds: at least 5 in a month.
 3. Editing of Radio jingles: 5 every month
 4. Editing of Development documentaries (of duration 5 to 7 minutes each): 5 every month.
3. **Creation & Maintenance of Social Media Platforms of end user Departments:** The shortlisted Agency shall create and subsequently maintain the official pages of Social Media Platforms of Departments, social media pages, Facebook, Twitter and YouTube Channel, LinkedIn and Instagram or any other social media platform. Apart from this, the shortlisted Agency will also perform, but not limited to, following activities:
 - a. **Engage with users:** Regularly organize online surveys, quizzes, contests on all platforms as per the approved strategy.

- b. **Publicity:** Publicize all festivals and cultural events of the State using all the platforms.
- c. **Query Management:** All the queries received on all the platforms must be replied to and addressed within 48 hours and appropriate records must be maintained.
- d. **Media Tracking:** Use a good industry standard monitoring tool for analysing comments / remarks about State Government / Programs / Departments in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- e. **Tagging:** Create relevant tagging, hashtags & linkages of content on all platforms.
- f. **Photo Bank:** A still Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high-resolution aesthetic photographs (Corbis or Getty Images quality) of relevant activities and events.
- g. **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- h. **Reporting:** The agency must submit weekly “Effectiveness Analysis” to HPSEDC/ end user department(s) on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of State Government Programs on the Social Media Platforms and the results achieved.

Note: *The work/ services required to the Content Writing, Graphic Designing and Video Editing both on job and duration basis. However, bidders have recommended to quote/ bid resource for Creative Director (Team Head), Content Writer, Copywriter, Graphic Designer, Video Editor and Infrastructure Cost on monthly basis on BOQ as mentioned at Annexure-4: Financial.*

4. ELIGIBILITY CRITERIA

The RFP can be responded by Digital Media Agencies. Categories of organizations can be government, semi-government and private organizations with at least seven years of experience in the said categories.

Placement agencies are not expected to respond to this RFP.

- 4.1 Eligibility Criteria is given in the “**Annexure-1: Eligibility Criteria**” and it must be filled up.
- 4.2 Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- 4.3 Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the “**Annexure-1: Eligibility Criteria**”.

- 4.4 If the bid is not accompanied by all the requisite supporting documents, the same would be rejected.
- 4.5 Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, Managing Director, HPSEDC reserves the right to seek fresh set of documents or seek clarifications on the already /submitted documents.
- 4.6 All documents should be submitted electronically in PDF format and BOQ in excel format.
- 4.7 No Additional documents/ clarifications will be asked from bidders at any stage and tenders will be evaluated on the basis of documents already submitted by the bidder in <https://hptenders.gov.in> e-Procurement Portal.

5. EARNEST MONEY DEPOSIT (EMD)

- 5.1 EMD has to be submitted as per “**Annexure:1 Earnest Money Deposit (EMD)**”.
- 5.2 The EMD has to be submitted through Bank Guarantee (valid for 27 months from the date of bid submission) or through Demand Draft / RTGS in favour of Managing Director, HPSEDC, Shimla physically on or **before bid opening date and time** as mentioned in the **Time Schedule**” Otherwise bids will be rejected. However, the scanned copy of Bank drafts must be uploaded (PDF format) electronically on <https://hptenders.gov.in>.
- 5.3 The Earnest Money Deposit (EMD), without any interest accrued will be refunded in any of following eventual situations:-
 - a. In the case of those Bidders who fail to qualify the eligibility criteria, or whose Technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued.
 - b. In the case of Bidder whose tender bid is not accepted for empanelment, EMD will be refunded without any interest accrued.
- 5.4 List of Enclosures to be properly numbered and indexed along with signatures of the authorized representative of quoting bidders/ parties.
- 5.5 All documents should be submitted electronically in PDF format and BOQ in excel format.

6. FINANCIAL ANNEXURES

Details for submitting Financial Bids are given in “**Annexure 3: Financial**”.

7. PRE-BID MEETING

- 7.1 HPSEDC shall invite pre-bid queries from the prospective bidders as mentioned in the schedule for any clarifications regarding tender Technical specifications

and tender terms & conditions. Due to COVID 19 pandemic the pre-bid queries will be submitted by the prospective bidders as per time schedule mentioned in this tender. These queries will be considered by the tender committee on its own level and accordingly corrigendum will be issued by HPSEDC (if required) on its website as well as on H.P. Govt. e-procurement portal. Kindly go through these websites frequently for any update.

7.2. The queries can be sent to HPSEDC through email at hpsedc@hpsedc.in.

7.3. HPSEDC will not be bound to clarify any pre-bid query.

8. ONLINE BID SUBMISSION PROCESS

8.1 Online bids (complete in all respect) must be uploaded on <https://hptenders.gov.in> as per Document Control Sheet.

8.2. The Online bids should be submitted in 2 folders as per “Annexure-4: Bid Submission”.

8.3 Tender bid must contain the name, office and after office hour addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.

8.4 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

8.5 Ambiguous bids will be out rightly rejected.

8.6 HPSEDC will NOT be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the tender bids.

8.7 The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

8.8 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.

8.9. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.

8.10. Tender process will be over after the issue of empanelment letter(s) to the selected bidder(s).

8.11. Bids not quoted as per the format given by HPSEDC will be rejected straightway.

8.12. No deviation from the tender specifications & terms and conditions will be accepted.

9. BID OPENING PROCESS

9.1 Online bids (complete in all respect) received along with BG/Demand Draft of EMD (Physically) will be opened as mentioned at schedule mentioned in this document in presence of bidders representative if available. Bid received without EMD will be rejected straight way.

- 9.2. Technical bids of only those bidders, whose EMD instruments are found to be in order and who meet the Eligibility Criteria, will be opened subsequently, in the presence of the bidder's representatives.
- 9.3. Financial bids of only those bidders, whose bids are found Technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the bidder's representatives subsequently for further evaluation.

10. EVALUATION OF FINANCIAL BIDS

- 10.1. The Financial Bids of only those Bidders short-listed from the Eligibility and Technical Bids by Tender Committee will be opened.
- 10.2. If HPSEDC considers necessary, Revised Financial Bids could be called for from the Eligible and Technically short-listed Bidders, before opening the original financial bids for recommending the final empanelment.
- 10.3. In the event of revised financial bids being called, the revised bids should **NOT** be higher than the original bids. Otherwise, the bid shall be rejected and EMD will be forfeited.
- 10.4. Item wise lowest Quoting bidder(s) will be empaneled.
- 10.5. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of HPSEDC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.
- 10.6. HPSEDC reserves the right to allow other bidders to match item wise L1 prices, in case it deems fit, and it should not be called upon to questions under any circumstances.

11. EMPANELMENT PROCESS

- 11.1. Validity of the selection is given in the schedule of the tender process. However, HPSEDC has the right to review the selection at regular intervals on the basis of satisfactory performance in the previous period.
- 11.2. In the event the bidder's Company or the concerned division of the Company is taken over/ bought over by another company, all the obligations and execution responsibilities under the agreement with HPSEDC, should be passed on for compliance by the new company in the negotiation for their transfer.
- 11.3. Selected bidder has to agree for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the Work orders placed by HPSEDC or by organizations supported by HPSEDC.
- 11.4. The bidder should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment.
- 11.5. HPSEDC may, at any time, terminate the empanelment by giving written notice to the empaneled bidder without any compensation, if the empaneled

bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HPSEDC.

- 11.6 On written communication from HPSEDC for having qualified for selection the bidder shall accept the Offer within 10 working days of such communication. Failing which the offer shall be treated as withdrawn.
- 11.7 The selected bidder's EMD will be treated as security deposit, in addition to this successful bidder will also be submitted Bank Guarantee from a scheduled national/ commercial bank for the duration of empanelment plus three months, in favour of Managing Director, HPSEDC, Shimla, 10% of the order(s) value. Security deposit will release/ return after completion of the currency of this tender without any interest. Remaining, BG(s) of 10% will also be released/ returned after completion of the work assign in the supply order and completion all required formalities without any interest. HPSEDC will have the right to invoke the security deposit without assigning any reasons if performance of the selected bidder is not found up to the mark.

12. PLACING OF WORK ORDERS

- 12.1 Work order will be placed on the selected bidder in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail.
- 12.2. Objection, if any, to the Work Order must be reported to Work Section by the bidder within three (3) working days counted from the Date of Work Order for modifications, otherwise it is assumed that the bidder has accepted the Work Order in toto.
- 12.3 On the receipt of the Work Orders, the Bidder(s) shall obtain all the necessary documents for timely delivery of the services.
- 12.4 If the bidder is not able to provide the services ordered completely within the specified period, the EMD/ Security Deposit will be forfeited in full. Besides legal action shall be taken separately.

13. HIRING OF SERVICES AND ALLOTTED WORK COMPLETION PROCESS

The State Government Department may engage the services of shortlisted agency at any given point of time during the currency of contract. The user Department will give a brief to the agencies and invite Concept note/creatives /Script from the empaneled agencies for specific assignments. The user Department reserves the right to award the work to any of the empaneled agencies, based on the merit of their

credentials (Ideas, Creatives, execution plan etc.). The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. Mere empanelment with HPSEDC does not guarantee allocation of work. HPSEDC may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work. HPSEDC empaneled agencies may offer their services to other line departments in the Government if agreed by the concerned department. HPSEDC will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future. In case, when the time period is too short to get the design prepared from all the empaneled agencies or any other exigencies, the job may be entrusted to any of the empaneled agencies or any other agency which HPSEDC deems fit to meet the deadline

Empaneled agencies should get the work completed through Manpower having requisite skills as mentioned in this RFP and within the **timelines** defined by the user department. Any unjustified and unacceptable delay in delivery of services beyond the delivery schedule as per Order will render the agency liable for penalty as per penalty clause. HPSEDC holds the option for cancellation of the order and getting the work done from alternate sources at the cost and risk of the defaulting agency. Any extra expenditure for getting the work done from other empaneled bidders / open market due to the failure of the empaneled agency to provide services within the scheduled time as mentioned in the job/work order will be recovered from the agency through Security Deposit or pending bills or other dues, if any, or by raising claims accordingly.

- a. Empaneled agency should deploy only qualified, certified, experienced and appropriately trained manpower as per the job requirements for providing Digital Media Services as indicated in the scope of work of this tender. Agency shall provide details of qualification and experience of manpower to HPSEDC. All the required hardware and software used for completion of this work will also be provided by the empaneled agency(ies).

- b. The agency shall submit to HPSEDC the resume along with the copies of all qualifications and certifications of all manpower who will work with State Government departments from time to time.
- c. A declaration is required from shortlisted agencies that they have never been involved with Police case or with any security Agency of Government of India.
- d. The agency and professionals deployed at HPSEDC shall not develop any direct/indirect business/commercial relationship with the user/client organizations of HPSEDC.
- e. The agency's manpower shall maintain office decorum. They shall be Courteous, Polite, Co-operative and committed to the work given to them. They may be required to work on holidays, shifts and beyond office hours as per project requirements, for which no extra payment will be made.
- f. The empaneled agencies will ensure that no information, about the software, hardware, network and the policies of the HPSEDC and its client organizations, is taken out in any form from the Data Centre. For this a separate "Non-Disclosure Agreement" needs to be signed within 2 weeks after receipt of job order.

14. Right of rejection and debarring

HPSEDC reserves the right to reject any bid on Technical / procedural / commercial / financial ground without assigning any reason. The decision of HPSEDC arrived at as per above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind, may result in rejection of the bid and forfeiture of the EMD and the bidder may be liable to be debarred from bidding for HPSEDC tenders in future for a period of at least three years.

15. Quotation of Prices

The prices should be quoted in Indian Rupees as per the BOQ format given at **Annexure 4**. Taxes as applicable should be quoted separately. Price should include all charges incurred by the agency.

16. Security Deposit and Refund of EMD

16.1. EMD of the empaneled bidders shall be treated as security deposit. Security Deposit/ EMD would be released without any interest accrued after completion of the currency of the contract. In addition, bidders shall furnish additional performance guarantee equivalent to 10% of the order value in the form of Bank Guarantee of any commercial bank on the receipt of job orders for the period specified in the job order.

16.2. HPSEDC will have the right to invoke the security deposit without assigning any reason if performance of the agency is not found up to the mark or is in violation of tender conditions.

17. Service Assurance

Agency must ensure that the services as defined in **Annexure-4: Technical** for each category of manpower is provided by the deployed manpower to HPSEDC. Failure to provide required services will result in penalty as per **Annexure-5: SLA & Penalty**.

18. Payment Process

18.1. A pre-receipted bill in triplicate shall be submitted in the name of managing Director H.P. State Electronics Development Corporation Ltd. by the bidder, along with **monthly attendance** duly signed by the concerned end user with date and stamp.

18.2. Payments shall be subject to deductions of any amount for which the empaneled agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income Tax Act.

19. General Conditions

19.1 Printed conditions mentioned in the tender bids submitted by the bidder will not be binding on HPSEDC. All the terms and conditions for providing all

the Services under this document will be as those mentioned herein and no change in the terms and conditions will be acceptable.

- 19.2 In the event of the Bidder's Company or the concerned Division of the Company is taken over/ bought over by another company, all the obligations under the agreement with HPSEDC should be passed on for compliance by the new company/ division in the negotiation for their transfer. Empaneled agency shall honor all aspects of fair trade practices in all their dealings with HPSEDC.
- 19.3 The empaneled agency shall be responsible for any damage to equipment; property and third-party liabilities caused by acts of its professionals positioned at HPSEDC sites. All equipment shall be used only for the purpose of carrying out legitimate business and shall not be put into any other use.
- 19.4 HPSEDC stands absolved for any liability on account of death or injury sustained by the Agency supplied manpower during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its manpower.
- 19.5 The empaneled agency will indemnify HPSEDC of all legal obligations to its professionals deputed to work on HPSEDC sites.
- 19.6 No deviations from these terms and conditions will be accepted. Any violation thereof will lead to rejection of the bid and forfeiture of EMD.
- 19.7 Ambiguities in specifications and in price quotes should be strictly avoided.
- 19.8 The manpower deployed for this purpose will not be HPSEDC's employees and they will have no right for absorption in HPSEDC at any stage.
- 19.9 The deputed professionals must be on the company's payroll
- 19.10 The empaneled Agency shall sign an NDA (Non-Disclosure-Agreement) with HPSEDC to the effect that none of the Technical support manpower positioned by them at duty shall disclose/share the details of their assignment with anyone.
- 19.11 Bidder should have capacity to deploy Technically competent/ trained manpower to meet HPSEDC's requirements within 4 weeks on receipt of work order. Detailed list of employees with their qualification, certification

and experience to be submitted within 1 (One) week of receiving the work order.

- 19.12 The Bidder shall be responsible for fulfilling all his obligations towards the manpower deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/ EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to HPSEDC along with bills submitted. He will also arrange to open such EPF/ ESI accounts etc. of all the employees deployed by him. In case of failure on the part of contractor to deposit EPF/ ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by such authority.
- 19.13 No interest shall be payable for the Earnest Money Deposit and the No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid.
- 19.14 In case of Bidder whose bids are not considered for placing order, the Earnest Money Deposit (EMD) will be refunded without any accrued interest.
- 19.15 In case the empaneled bidder is found in-breach of any condition(s) of tender or supply order, at any stage during the empanelment period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/Security Deposits shall be forfeited.
- 19.16 HPSEDC will have the right to invoke the Security Deposit and/or Performance Guarantee, if performance of the agency is not found up to the mark or is in violation of tender conditions. Compliance of any one of these requirements shall result into the rejection of their bid from consideration under this tender.
- 19.17 In case any attempt is made by bidder to bring pressure towards HPSEDC's decision making process, such bidders shall be disqualified for participation in the present tender.
- 19.18 Upon verification, evaluation / assessment, if in case any information furnished by a bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

19.19 HPSEDC needs highly experienced professionals in respective categories with good academic background and ready to work 24x7.

19.20 **If it comes to written notice of HPSEDC that Agency is not paying minimum salary as per this tender, HPSEDC may ask for Salary Slip from the Agency. If found non-compliance during verification, Agency's security deposit shall be forfeited.**

19.21 **Indemnity:** The selected bidder shall indemnify the HPSEDC/User department against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied manpower and related services or any part thereof. HPSEDC/User department stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. HPSEDC/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

19.22 **Termination for Insolvency:** HPSEDC may at any time terminate the purchase order / contract by giving written notice of four weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.

19.23 HPSEDC will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the bidder.

19.24 Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, snow, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate

this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

20. Definition for default

Default is said to have occurred

20.1 If the agency fails to deliver complete work allotted within the time period(s) specified in the purchase order or during any extension thereof granted by HPSEDC.

20.2 If the agency fails to perform any other obligation(s) under the contract

20.3 If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from HPSEDC (or takes longer period in spite of what HPSEDC may authorize in writing), HPSEDC may terminate the contract / purchase order in whole or in part. In addition to above, HPSEDC may at its discretion also take the following actions:

20.3.1 HPSEDC may hire, upon such terms and in services, as it deems appropriate, man powers similar to the undelivered and the defaulting agency shall be liable to compensate HPSEDC for any extra expenditure involved towards manpower and their services to complete the scope of work in totality.

20.3.2 Any other terms & condition, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and HPSEDC, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

21. Arbitration

- 21.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the Indian Arbitration Rules, 1996.
- 21.2 HPSEDC and the empaneled agency shall make every effort to resolve any contentious aspect amicably by direct negotiation with Agency towards any disagreement, confusion, lack of understanding or dispute arising between them under or in connection with the contract.
- 21.3 If any unresolved dispute shall arise between parties on aspects either covered or not covered by this empanelment, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire, as the case may be, with the consent of parties, may modify the time frame for making and publishing the Award. Such arbitration shall be governed in all respects by the provisions of the Indian Arbitration Act, 1996 and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in New Delhi, India.
- 21.4 The Authority to appoint the arbitrator(s) shall be the Indian Centre for Alternative Dispute Resolution.
- 21.5 The Indian Centre for Alternative Dispute Resolution will provide administrative Services in accordance with the Indian Arbitration Rules, 1996.

22. Conciliation

- 22.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the

parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.

22.2 The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

22.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

23. Performance Security

23.1 Performance Security for providing services during the duration of contract.

23.2 Within 10 days of 'Notification of Award of the Rate Contract', the successful bidder/ Supplier shall initially furnish a 3% Performance Bank Guarantee of total order value valid for 39 months to safeguard the purchaser against timely delivery of services during the currency of the contract. This will be further renewed for 39 months to ensure delivery of services.

(1) EMD of successful bidder(s) will only be released after signing of agreement and submission of PBG.

3.5.3 The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Service Providers failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

3.5.4 The Performance Bank Guarantee shall be given in one of the following forms:

An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalized/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

3.5.5 The Performance Bank Guarantee, regarding delivery will be discharged by the Purchaser and returned to the Service Provider not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).

23. Applicable Law

- 23.1 The Contract shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislations and enactments made from time to time concerning such techno commercial dealings/ processing.
- 23.2 All disputes in this connection shall be settled in Shimla jurisdiction only.
- 23.3 HPSEDC reserves the right to cancel this tender or modify the requirement.
- 23.4 HPSEDC also reserves the right to modify/ relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective bidders / parties to be kept informed about it.
- 23.5 HPSEDC in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

24. Limitation of Liability

“Except for liability arising out of IP Infringement claims and damages for bodily injury, the bidder’s total aggregate liability shall be limited to the annual contract value. Except for claims by a party for infringement of their intellectual property rights against the other party, in no event will either party be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime costs; lost business, revenues, or Profits; failure to realize expected savings; loss or unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, Tort or otherwise.”

25. INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

- 25.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e- Procurement Portal i.e. <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232.

25.2 Obtaining a Digital Certificate:

- i** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- ii** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:
- iii** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- iv** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- v** In case of any change in the authorization, it shall be the responsibility of management / partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- vi** The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- vii** Pre-requisites for online bidding:

In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

25.3 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.) :

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://www.hptenders.gov.in>

25.4 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and www.hpsedc.in.

25.5 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

25.6 Bid Preparation (Eligibility, Technical & Financial)

- i** Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in this RFP.
- ii** The bidders shall upload their eligibility and Technical offer containing documents, qualifying criteria, Technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
- iii** The bidders shall quote the prices in price bid format only.
- iv** If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- v** Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal [https:// hptenders.gov.in](https://hptenders.gov.in).
- vi** For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>., and click on the available link 'How to .. ?' to download the file.

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

Annexure 1: *Eligibility Criteria*

Eligibility Criteria Compliance Sheet (to be filled and submitted by the bidder)

- a) Registered companies, partnership firms and private limited companies.
- b) Should have been in the business not less than 3 years
- c) Annual Turnover Rs. 5 crores or more (audited statement of last 3 financial years to be provided)
- d) In case the bidders do not have fully operational branch/ head office in Delhi/ NCR at the time of bid submission, bidders may submit declaration for setting up the same within 30 days of issuance of letter of empanelment.
- e) Should not be blacklisted/debarred/suspended/banned by any Ministry/Department of State or Central Government/PSU on the last date of filing of responses to this RFE on Proforma B

S. No.	Eligibility Criteria	Document Title and Details	Complied Y/N	Reference of Enclosed proof
1.	Registered companies, partnership firms and private limited companies	Document in proof		
2.	A copy <u>GST No.</u> allotted by the Sales Tax Authorities, as well as <u>PAN number</u> of the firm allotted by the Income Tax authorities should be submitted.	GST No. <hr/> PAN no. <hr/>		
3.	Bidder should have been in the business not less than 3 years. Bidder should have an average turnover of at least INR 50 Lakh from the last 3 financial years (FY 2018-19, 2019-20, 2020-21) from Media communication services/ Creative services/ Promotional services: <input type="checkbox"/> For the purpose of this criterion, turnover of only the bidding	Audited financial statements for the last three financial years. And Certificate from the Statutory Auditor		

	entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.			
4.	A copy of the <u>Registration number</u> of the firm with attested copies of <u>Articles of Association</u> (in case of Registered firm), Byelaws and certificates of registration (in case of registered cooperative Societies), partnership deed (in case of partnership firm) should be submitted.	Registration No. Name the document enclosed		
5.	The bidder must have at least three years' experience on or before 31 th March 2020, in providing related services of a similar nature of work as stated in this tender.	Attach Work Orders and Certificates from Data Center In-charge to establish 3 years of experience.		
6.	The Bidder should have carried out at least 3 projects in the last 3 financial years for Government of India or any Central / State Ministry / Corporate/ Board/ Corporation	Copy of work order / Completion Certificates from the client with reference of the client		
7.	Production Capability: The bidder must have in-house Digital, Creative, Design and Event Production capabilities.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.		
8.	In-house development facility	Self-certification on the letter head		

	The agency must have in- house development facilities for production and editing of contents mentioned in scope of work.			
9.	The agency must have managed popular social networking platform/s such as Facebook, Twitter, WhatsApp, YouTube, Instagram etc. for a govt/ non govt entity	Self-certified copy of images having followers/viewership of the social media with necessary link& self-declaration in the letter head also.		
10.	The bidder should have submitted the declaration of acceptance of terms and conditions of this RFP as per Proforma: A	Declaration from Authorized Signatory as per Proforma: A of this RFP		
11.	Bidder must not be blacklisted by Govt. of India/ Central PSU as on the date of submission of the bid.	Proforma-B: Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory. Bidder must disclose any blacklisting and nature thereof and must provide Blacklisting- Revocation letter (if applicable). The Managing Director, HPEDC reserves the right to accept or reject the Bidder's supporting proof		
12.	Declaration regarding authorizing the representative of the company to sign the bid against this RFP	Undertaking in this regard should be submitted.		

Note: Bidder should fill up the above annexure and indicate the page number of the supporting document in the proof. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, must be highlighted. If tender is not accompanied by all the above documents mentioned, the same would be rejected.

Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

No Additional documents/clarifications will be asked from bidders at any stage and tenders will be evaluated on the basis of documents already submitted by the bidder in the HP Govt. e-Procurement Portal.

Annexure-2: Details of Projects:

S.No.	Organization (\$)	Project Details	Value	Date of Order	Current Status
1.					
2.					
3.					
4.					
5.					

* Give latest position regarding installation and arrangement for after sales support.

\$ Give telephone/ fax No. and address of the contact persons

Annexure 2.1: BIDDER'S DECLARATION

To

**The Managing Director,
HPSEDC, 1st Floor, IT Bhawan,
Mehli, Shimla.**

Sub: Declaration for Tender No. SEDC/Digital-Media/RE-T/2k22-1737

Sir,

We, the undersigned bidder, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document no. _____.

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents.

All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of opening of the Bids. We, do hereby confirm that our Bid prices include all taxes, levies, octroi etc.

Earnest Money Deposit (EMD) as indicated in the bid for an amount equal to Rs. 50,000/- (Rupees Fifty Thousand only) is enclosed. We understand and agree that in the event of our bid being evaluated as successful we will submit Security Deposit of Rs 50,000/- (Rupees Fifty Thousand only) valid for the empanelment period plus 3 months.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake Services as per these terms and conditions.

We declare that our prices are as per the Technical specifications and bid documents. These prices are indicated in Annexure(s) attached with our proposal as part of the commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the Services shall be rendered as per tender terms.

We enclose herewith the complete Technical Bid as required by you.

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/ constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement by virtue of general power of attorney.

Or

A Company and the person signing the tender is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections /deletions should invariably be duly attested by the person authorized to sign between us.)

Date:

Signature of bidder representative

Name of Bidder:

Full Address:

Detail of enclosures:

Telephone No.:

Annexure 2.2: Bidder Information

BID PARTICULARS FOR TENDER NO. : **SEDC/Digital-Media/RE-T/2k22-1737**

1) Name of the Bidder : _____

2) Address of the Bidder : _____

Telephone:

Fax:

E-mail:

Website:

3) Year of set-up :

4) Service Tax Registration Number :

5) EPFO Registration Number :

6) **PAN No.** :

7) Latest Income Tax Statement: (Enclose copy)

Amount paid to IT during Financial Year	2018-2019	2019-2020	2020-21
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8) **Turnover**

Turnover for Financial Years:

2018-19 :

2019-20 :

2020-21 :

9) Name & address of the officer to whom all references shall be made regarding this tender
:

Telephone:

Fax No. :

E-mail :

Mobile:

Place:

Date:

Signature:

Name:

Company Seal.

Annexure 2.3: Technical Evaluation Mechanism

1. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Technical Bids on the basis of eligibility criteria, Technical requirements, resources and tender terms & conditions.
2. Bids qualifying all the eligibility criteria shall be considered for the further evaluation. If bid fails to fulfill any of the Eligibility criteria, bid shall be rejected.
3. All categories are compulsory to quote, else bid shall be rejected.
4. TEC may visit, if considered necessary, facilities where agency is already providing Services as per requirement in this RFP. Technical committee may, at its own discretion, decide to inspect the agency's/User's work premises to evaluate and ascertain the details as furnished by the agency in their bid and agency's competence to perform the offered services. All expenses relating to the visits will be borne by HPSEDC.
5. HPSEDC may ask the bidders to make a presentation on their proposal in front of the Tender Evaluation Committee. The presentation should include details of execution of similar work orders, strength of similar manpower and sample resumes etc.
6. The Technically qualified agencies will be considered further for financial evaluation.

Annexure 3: Financial Evaluation Process

The financial bids of only technically short-listed bidders will be opened in the presence of their representatives on a specified date and time to be intimated to the respective bidders, and the same will be evaluated by a duly constituted Tender Evaluation Committee (TEC).

If HPSEDC considers necessary, revised Financial Bids can be called, from the Technically short-listed bidders, before opening the original Financial Bids. In that case, the prices of the revised bids should not be higher than that of the original bids, otherwise the lower of the two will be considered as the Financial Bid for further processing.

Annexure 4: Financial

1. The Rates should be quoted in Indian rupees only.
2. Service tax and any other taxes as applicable should be quoted separately, failing which these are not payable extra.
3. Bidder should read service requirement, qualification and experience of the resources carefully before bidding.

Sample Format of Financial Bid
(to be completed by bidder as per the format available on e-procurement portal
<https://hptenders.gov.in>)

Tender Inviting Authority: Managing Director, H.P. State Electronics Development Corporation Ltd.						
Name of Work: E-TENDER FOR Empanelment of Digital & Social Media Agencies.						
Contract No: < Enter the Contract No >						
Name of the Bidder/ Bidding Firm / Company:						
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	BASIC price In Figures To be entered by the Bidder in Rs. P	GST Amount in percentage (%)	GST amount in Rupees Rs. P	Gross Bid Value Rs. P	TOTAL AMOUNT In Words
1	Option-1: Category-A: Videos Editing					
1.1	Basic Video Editing (Basic editing of the existing raw footages— colour and audio correction— creating customised video snippets for different platforms)			0.00	0.00	INR Zero Only
1.2	Intermediate Video Editing (Intermediate editing of the existing raw footages—colour and audio correction—text addition and basic animation—creating customised video snippets for different platforms)			0.00	0.00	INR Zero Only
1.3	Advanced Video Editing & Video Creation (Advanced video editing & video creation with/without the existing raw footages— colour and audio correction—text addition and advanced animation— vectors/icons/images addition and advanced animation— creating customised video snippets for different platforms) (upto 30 Sec)			0.00	0.00	INR Zero Only
1.4	Advanced Video Editing & Video Creation (Upto 1 Minutes)			0.00	0.00	INR Zero Only
1.5	Advanced Video Editing & Video Creation (Upto 2 Minutes)			0.00	0.00	INR Zero Only

1.6	Advanced Video Editing & Video Creation (Upto 5 Minutes)			0.00	0.00	INR Zero Only
2	Category-B: Graphics/Creatives Social Media Graphics/Creatives (Concept, Content & Design)					
2.1	Upto 5 Creatives/Month			0.00	0.00	INR Zero Only
2.2	5 - 10 Creatives/Month			0.00	0.00	INR Zero Only
2.3	10 - 50 Creatives/Month			0.00	0.00	INR Zero Only
2.4	50 - 100 Creatives/Month			0.00	0.00	INR Zero Only
2.5	Over 100 Creatives/Month			0.00	0.00	INR Zero Only
3	Category-C: Content writing					
3.01	Social Media Caption Text (All Platforms)			0.00	0.00	INR Zero Only
3.02	Blog (Upto 500 Words)			0.00	0.00	INR Zero Only
3.03	Blog (Upto 1000 Words)			0.00	0.00	INR Zero Only
3.04	Radio Jingles (Upto 10 Sec.)			0.00	0.00	INR Zero Only
3.05	Radio Jingles (10 - 20 Sec.)			0.00	0.00	INR Zero Only
3.06	Radio Jingles (20 - 30 Sec.)			0.00	0.00	INR Zero Only
3.07	Radio Jingles (30 - 60 Sec.)			0.00	0.00	INR Zero Only
3.08	Radio Jingles (1 - 2 Minutes)			0.00	0.00	INR Zero Only
3.09	Script for Documentary Film (upto 2 Minutes)			0.00	0.00	INR Zero Only
3.10	Script for Documentary Film (upto 5 Minutes)			0.00	0.00	INR Zero Only
3.11	Script for Documentary Film (5 - 10 Minutes)			0.00	0.00	INR Zero Only
3.12	Advertisement Copy (upto 10 Sec.)			0.00	0.00	INR Zero Only
3.13	Advertisement Copy (10 - 20 Sec.)			0.00	0.00	INR Zero Only
3.14	Advertisement Copy (20 - 30 Sec.)			0.00	0.00	INR Zero Only
3.15	Advertisement Copy (30 - 60 Sec.)			0.00	0.00	INR Zero Only
3.16	Advertisement Copy (1 - 2 Minutes)			0.00	0.00	INR Zero Only
4	Option-2: Digital & Social Media as a Service on per Month Basis					
4.1	Creative Director (Team Head) Will be responsible for innovation, strategy, effective planning, creative decisions, quality check, data driven insights and analysis. Creative director will act as a bridge between the government team—for information and requirement gathering—and delivery team for quality and effective deliverables.			0.00	0.00	INR Zero Only
4.2	Content Writer Will be responsible for research, blogs and social media content			0.00	0.00	INR Zero Only
4.3	Copywriter Will be responsible for all the creative copies—concept-based creatives, radio jingles, script for documentary and advertising films			0.00	0.00	INR Zero Only
4.4	Graphic Designer Will be responsible for designing and representing the content created by the content/copywriter in a creative manner which will cater to the Himachali audience, resulting in higher engagement digitally			0.00	0.00	INR Zero Only
4.5	Video Editor Will be responsible for editing the existing raw footages—colour and audio correction—creating customised video snippets for different platforms			0.00	0.00	INR Zero Only

4.6	Social Media Expert Will be responsible for developing the overall social media strategy of the client, quality check, data driven insights, analysis, along with creation and editing of audio, video, graphic, etc. content and managing the social media handles of the client for increasing audience outreach by carrying out innovative programme/ campaigns on various Social Media Handles like Facebook, Twitter, Instagram, LinkedIn, YouTube, etc to show strong digital presence throughout the tenure as & when required.			0.00	0.00	INR Zero Only
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Annexure 5: SLA & Penalty

Service Level Agreement:

1. The servicing team of the agency must be available to HPSEDC as and when required by HPSEDC.
2. HPSEDC will sign an empanelment agreement separately with the agencies. After signing of the contract, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
3. For design and release of advertisements, such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis.
4. A separate work order will be given to the selected agency for each project. The selected agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation under the project contract.
5. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "HPSEDC" and "the applicant". No partnership shall be constituted between HPSEDC and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
6. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to HPSEDC's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
7. HPSEDC will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
 - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of HPSEDC or any personnel in contract executions.
 - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to HPSEDC, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive HPSEDC of the benefits of free and open competition.

- (c) “Unfair trade practices” means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
 - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
 - (e) “Collusive practices” means a scheme or arrangement between two or more applicants with or without the knowledge of the HPSEDC, designed to establish prices at artificial, non-competitive levels; HPSEDC will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.
8. Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
 9. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Shimla only.
 10. The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by HPSEDC/ user Department from time to time.
 11. The applicants will indemnify HPSEDC/ user Departments against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. HPSEDC/ user Department will take necessary legal actions for such cases.
 12. HPSEDC will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
 13. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one-month advance notice in writing to the other party.
 14. HPSEDC reserves the right to withdraw/ terminate empanelment in any of following circumstances:
 - a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant’s organization
 - b) Information provided to HPSEDC is found to be incorrect
 - c) Empanelment conditions are not met within the specified time period
 - d) Misleading claims about the empanelment status are made
 - e) Clear evidence is received that there is breach of copyright
 15. If the agency does not execute the contract to the satisfaction of the HPSEDC then the HPSEDC may invoke any or all of the following clauses -
 - Forfeit the Performance Guarantee Amount
 - b) Terminate the contract.
 16. The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties except service Tax, as applicable, up to the completion of job. Service Tax will be reimbursed on actuals on submission of documentary evidence.
 17. All decisions taken by the HPSEDC regarding empanelment shall be final and binding on all concerned parties.
 18. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
 19. In order perform activities as per this RFP, all necessary hardware, software, licenses would be procured by the Agency at its own cost.

20. The Agency is obliged to work closely with the Digital India's staff, act within its own authority and abide by directives issued by the HPSEDC.
21. The Agency will abide by the job safety measures prevalent in India and will free the HPSEDC from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the HPSEDC responsible or obligated.
22. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
23. The Agency will treat as confidential all data and information about the HPSEDC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the HPSEDC.
24. HPSEDC will have right to drop any agency from the empanelled list without assigning any reason whatsoever. HPSEDC also reserves the right to modify the term and conditions of empanelment.
25. The agency should be able to execute order at short notices and even on holidays.
26. Agency should have resources with proficiency and proof-reading facilities in multiple official languages of India.
27. Selection of artwork/creative will be entirely on HPSEDC/ user Department's discretion. Artwork/creative once selected will be the property of HPSEDC/ user Department and it can be repeatedly used in different media like print, outdoor, electronic etc. without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. The Agency has to provide original soft copy of open file to HPSEDC/ user Department. The agency cannot use the concept, artwork, picture, film and jingle for other clients once HPSEDC/ user Department selects it.
28. HPSEDC reserves the right to make necessary modification to the selected artwork, concept, etc.
29. Agency will be responsible for transportation of material across State, if required by HPSEDC.
30. HPSEDC also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.

Penalties:

1. In case of delay in execution of the assigned work by the agency, HPSEDC may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%) may be imposed by HPSEDC. If the delay is beyond 2 weeks, then HPSEDC may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. HPSEDC may debar and blacklist the Agencies for applying in its future empanelment also.
2. If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with HPSEDC/ User Department), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and HPSEDC decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with HPSEDC.

3. If any agency fails to participate in the Scope of Work, consecutively for three times, HPSEDC may cancel the empanelment of such agency.
4. In case of failure to execute the work, after the selection/participation in the bid, the bidder is liable to forfeit of PBG and EMD including the penalty of 0.5% of the penalty of 0.5% of the project value.

Performance Bank Guarantee Template

[Date]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s _____ (hereinafter called "Bidder") has supplied _____ (as per Bill of Material Specified in this Document) as per agreement/supply order No. _____ dated _____ signed between the HPSEDC (hereinafter called "Client") and them and as per the agreement/supply order the M/s. _____ is supposed to furnish Performance Security for supply of _____ and maintain the same for a period of _____ years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, _____ (Bank Name) _____ having its Head Office at _____ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____

1. unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.
2. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.
3. Sealed with the Common Seal of the said Bank this _____ day of _____, 2022. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2022 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Bank Guarantee (BG) Format for EMD

Date _____

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd., First
Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s. _____ (hereinafter called “Bidder”) has quoted against the Tender No: **SEDC/Digital-Media/RE-T/2k22-1737**
2. Invited by M/s H.P. State Electronics Development Corporation Ltd. (HPSEDC) towards supply of _____ is supposed to furnish Bank Guarantee the same valid for a period of 120 days.
3. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, ____ (Bank Name)_____ having its Head Office at _____ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
4. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client/ HPSEDC having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to 120 days. However, its validity can be got extended before expiry of its validity solely at the instance of the HPSEDC. This clause shall remain valid not withstanding anything else contained to the contrary in this document.
5. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

6. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank guarantee or extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/ HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.
7. Sealed with the Common Seal of the said Bank this _____ day of _____, 2022. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2022 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

**PROFORMA – A: DECLARATION REGARDING ACCEPTANCE OF
TERMS & CONDITIONS CONTAINED IN THE TENDER
DOCUMENT**

To,

**The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla- 171013.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [*Tender No.* **SEDC/Digital-Media/RE-T/2k22-1737**] regarding Digital & Social Media services in various departments in Himachal Pradesh. I declare that all the provisions contained in this Tender Document and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very Truly,

Name: _____

Designation: _____

Company: _____

Address: _____

PROFORMA – B: DECLARATION REGARDING PAST PERFORMANCE

To,

**The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla- 171013.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [Tender No. **SEDC/Digital-Media/RE-T/2k22-1737**] regarding Digital & Social Media services in various departments in Himachal Pradesh. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very Truly,

Name: _____

Designation: _____

Company: _____

Address: _____