

RFP Document
FOR
Selection of Content, Design & Creative Agency for
Branding & Promotion of ODOP Programme

Date: 25-09-2020



ODOP Cell

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NOTICE INVITING TENDER

FOR

Selection of Content, Design & Creative Agency for Branding & Promotion of ODOP Programme

ODOP Cell, Department of MSME & Export Promotion, Government of Uttar Pradesh invites e-bids from Advertising, Design and Creative Agencies of national and international repute for branding & promotion of ODOP Programme.

The details of submission of e-Bids are available in the RFP document available at the e-Tender Portal <https://etender.up.nic.in> and ODOP's website www.odopup.in

ODOP Cell reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

Issuer

Nodal Officer

ODOP Cell,

Department of MSME & Export Promotion

Government of Uttar Pradesh,

First Floor, Expo Mart, 8,

Cantonment Rd, Qaisar Bagh,

Lucknow, Uttar Pradesh 226001,

India.

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the ODOP Cell or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the ODOP Cell to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the "Proposal").

This RFP includes statements, which reflect various assumptions and assessments arrived at by the ODOP Cell in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the ODOP Cell, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ODOP Cell accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ODOP Cell, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The ODOP Cell also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. ODOP Cell may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that ODOP Cell is bound to select a Bidder or to appoint the Selected Bidder or Content, Design and Creative Agency, as the case may be, for the Assignment and the ODOP Cell reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

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

INSTRUCTIONS FOR E-TENDERING

The bidding process for this RFP will be completed online through e-Tender portal.

The RFP document can be downloaded free of cost from the e-Tender portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise even before e-Bid submission date starts.

The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal.

It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

The e-bids will be opened at:

Meeting Hall,
Niryat Bhawan,
Second Floor, 8, Cantonment Rd, Qaisar Bagh,
Lucknow,
Uttar Pradesh, India.

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SECTION 1: SCHEDULE OF BIDDING PROCESS

The Department would endeavor to adhere to the following schedule during the Bidding Process:

S. No	Description	Date
1.	Date of Publication of e-Tender Notice and e-Tender document (T ₀) on e-Tender Portal https://etender.up.nic.in	25-09-2020
2.	Receipt of pre-bid queries	30-09-2020
3.	Pre-bid Meeting	06-10-2020 at Conference Hall, Niryat Bhawan, Second Floor, 8, Cantonment Rd, Qaisar Bagh, Lucknow, Uttar Pradesh, India.
4.	Issue of corrigendum, if any	07-10-2020
5.	Bid Submission Start Date	08-10-2020
6.	Proposal Due Date (Bid Submission Closing Date)	15-10-2020
7.	Opening of Technical eBids	16-10-2020 at Conference Hall, Niryat Bhawan, Second Floor, 8, Cantonment Rd, Qaisar Bagh, Lucknow, Uttar Pradesh, India.
8.	Technical Presentation	16-10-2020 at Conference Hall, Niryat Bhawan, Second Floor, 8, Cantonment Rd, Qaisar Bagh, Lucknow, Uttar Pradesh, India.

Pre-bid queries should be submitted at odopcell@gmail.com with subject: Pre-bid queries for Selection of Content Design & Creative Agency for Branding & Promotion of ODOP Programme

SECTION 2: TERMS OF REFERENCE

2.1 About ODOP Cell & ODOP Programme

ODOP Cell is the nodal office for smooth running of “One District One Product’ Programme, hereby referred as ODOP. ODOP Cell reports to Department of MSME & Export Promotion, Government of Uttar Pradesh. TODOP scheme aims to encourage such indigenous and specialized products and crafts. There are products in UP that are found nowhere else – like the ancient and nutritious 'Kala namak' rice, the rare and intriguing wheat-stalk craft, world-famous chikankari and zari-zardozi work on clothes, and the intricate and stunning horn and bone work that uses the remains of dead animals rather than live ones, a nature-friendly replacement for ivory. Many of these products are GI-tagged, which means they are certified as being specific to that region in Uttar Pradesh. Many of these were also dying community traditions that are being revived through modernization and publicization.

Other district-specific industries are more commonplace, but their products are still unique to those regions. Asafoetida, Desi ghee, Fancy glassware, Bedsheets, Jaggery, Leather Goods – the districts that specialize in these crafts are in UP, and you might already own or use a UP product without knowing it. These are also small and medium industries that need modernization, machinery and productivity enhancement.

Like the diversity of its people, climates, faiths and cultures, the diversity of products and crafts in UP is also breathtaking. Embark on this journey of exploration and travel across 75 districts to see the one product they are known for – some will already be in your home, and the rest, we have no doubt, will soon get there.

2.2 Objective of the assignment

In order to materialize the goal of ODOP Programme, ODOP Cell intends to undertake Local, National and International Campaigns, and publicize the initiatives of the ODOP Programme. The prime objectives of the proposed campaign can be listed as –

- Creating content for awareness campaigns of Schemes & Incentives under ODOP Programme;
- Creating content for promotion of ODOP as a brand at Local, National & International level;

- Content Creation such as videos, social media content, posters, advertisement etc.
- Creating content for promotion of ODOP related seminars, exhibitions/fairs, samagams, events through content creation.

ODOP Cell would like its campaigns to be attractive, eye-catching and contain focused creatives that effectively portray the potential of ODOP programme and its access to beneficiaries. Being nodal agency responsible for ODOP Programme in Uttar Pradesh, ODOP Cell invites proposal from experienced agencies to design campaigns for same.

The Selected Bidder who shall be a company incorporated/registered under the Companies Act, 1956/2013 will be responsible for designing an integrated campaign which would include design of a logo, tagline and an overarching theme for Media publicity of ODOP Programme. The Agency will also facilitate designing of artworks and creatives, development of media assets like TVCs, short films, print ads, billboard ads and posters, radio jingles, and other marketing collaterals (brochures, booklets, posters, etc.). Selected Bidder has to carry out the assignment in accordance with the provisions of the Scope of work and the work order (the “Work Order”) to be issued by the ODOP Cell.

The statements and explanations contained in this RFP Document are intended to provide a proper understanding to the Bidders about the subject matter of this RFP Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Terms of Reference or the ODOP Cell’s rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP Document or the terms thereof or herein contained. Instructions to Bidders are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by ODOP Cell.

2.3 Target Audience

The Target Audience for the promotional activities undertaken through his engagement would be primarily fall under the following segments:

- a. ODOP Scheme beneficiaries – Craftsman, artisans, small producers, traders, MSME units, Shelf Help Groups, Investors etc.
- b. Government – State government departments, Union government etc.
- c. Citizens - Citizens of Uttar Pradesh in particular and the country in general (Common Man)
- d. Media and influencers – Editorial staff and senior journalists, publishing houses and agencies providing information on the state
- e. Others – Students, Academia, Civil Society Organizations (CSOs) and Non-Governmental Organizations (NGOs)

The selected agency would be required to design the campaign ideas keeping in view the target audience; it may also be required to design campaigns specifically for a select segment of target audience

2.4 Scope of work

The detailed scope of work is as under -

2.4.1 Positioning theme and implementation strategy

- (i) The selected agency in consultation with ODOP Cell will have to propose a positioning theme for ODOP Programme based on the strengths of the UP state & ODOP Programme, key opportunities, the programme direction and the future aspirations. Few components or whole of the positioning theme will be approved by ODOP Cell which will be reflected across all the activities of ODOP programme. The activities defined in the approved components of positioning theme will have to be segregated activity wise into short term (6 months), medium term (12 months) and long term (24 months) with clearly laid out objectives and KPIs.
- (ii) The selected agency will have to prepare a detailed implementation strategy (with timelines and clearly laid out deliverables) to achieve the finalized and approved positioning theme along with the department budget requirement for one year. This will include the branding as well as media & Communication Plan.

Key deliverables:

- (i) Report on positioning theme and detailed implementation strategy within 15 days of accepting the award along with the detailed budget estimates for implementation.

2.4.2 Branding

- (i) The selected agency will have to prepare a branding strategy to achieve the proposed positioning of the ODOP Programme.
- (ii) Identification of prospective brand ambassadors/brand advocates in consultation with ODOP Cell and designing the campaign plan.
- (iii) Templates for common needs to include, but not limited to –
 - a. Report covers
 - b. Brochures
 - c. Marketing folder design
 - d. Newsletter/ e-newsletter

Key deliverables:

- (i) Branding strategy which can be part of positioning theme report
- (ii) Recommendations along with a suggestive list of at least possible 10 brand ambassadors
- (iii) Templates

2.4.3 Detailed Communication Strategy and associated designing and creative activities:

The selected agency will be required to plan and design a detailed strategy to carryout different promotional activities covering all mediums so as to achieve the intended positioning of the ODOP Programme. All

communication/promotional content will have to be created either in English and/or in H

The selected agency need to also prepare a weekly, monthly and Yearly Communication strategy for Media The agency will need to develop campaigns – conception (with frequency, placement, etc., if applicable), information architecture, creative design, copywriting, graphical design, resizing and final mechanicals for ODOP Cell in the following categories –

(i) Print

The selected agency will be required to conceptualize and develop creative for print medium in English and Hindi.

The creatives prepared by the agency should be ready to release version for publishing in newspapers/ magazines.

The selected agency will be required to carry out the digital art work/ infographic designing/ graphic designing/ image work (high resolution images) in the required sizes as per communication from ODOP Cell or as per the agreed print media plan. The selected agency will have to provide all required art and design work for developing the creatives. The final creative will be published in the selected print media, which will be routed through Directorate of Information (Soochna). It would be the responsibility of the selected agency to communicate with Soochna through its recourse sitting in ODOP Cell. No extra payment would be made to the selected agency for this coordination work with Directorate of Information (Soochna).

The creative output from selected agency for print medium would include but not limiting to the following:

- a. **Advertisement:** Conceptualization, designing and all associated activities to provide print ready Strip Ads, Quarter Page Ads, Half Page Ads, Full Page Ads as per requirement.
- b. **Newsletters:** The selected agency will have to design, prepare and generate content for newsletters – both print version as well as electronic version along with all associated activities. The newsletter will have to be delivered by the agency as per schedule mentioned in Section 2.5 - Deliverables and Timelines and will include, but not limited to, recent initiatives of ODOP Programme, testimonials, achievements, success stories etc. The agency will also be responsible for generating content for newsletter approved by ODOP Cell. The agency might have to translate the newsletters in the native language of 8-10 focus countries (to be decided by ODOP Cell) as well.

(ii) Radio

The selected agency will be responsible for conceptualizing & creating radio jingles and theme songs. The agency will be required to create

and deliver the final script to ODOP Cell. The Radio campaigns will be in form as under, but not limiting to:

- a. **Radio Spot:** The selected agency will be required to make creative for the 12 Radio spots of 30-60 seconds (as per requirement) in the form of Script, Messages, Lyrics, Jingle, etc. along with its production. The agency shall be responsible for all coordination for airing of the spot on popular Radio Channels on approval of ODOP Cell. ODOP Cell will be responsible to make payment to Radio channels for same, the selected agency will only coordinate for it.
- b. **Radio Sponsored Program:** In order to create awareness of initiatives and showcase achievements, a series of Radio Sponsored Programme (10 episodes of 15 minute each) may be developed. The programme will be produced in a Radio Magazine format which is typically characterized by periodicity, variety in its content presentation- discussions, interviews, reviews and feedback. The content may be developed in consultation with the ODOP Cell. The agency will be responsible for but not limited to developing scripts, suggesting topics for the episodes, suggesting guests for expert advice segment/interview, discussion with radio channels, etc. Media buying shall be the responsibility of ODOP Cell.

Note: For both Radio Spot and Radio Sponsored programme, DAVP rates will be applicable for media buying component, wherever applicable.

(iii) Television

The selected agency will be responsible for conceptualizing, testing, research, creating the components of TV campaign as given below. The TV campaign creative will be in the form as under, but not limiting to:

- a. **TV Spot:** The selected agency will be required to create and produce at least two comprehensive creatives for TV Spot (60 seconds and 30 seconds) in the form of Story board/ Script, Messages, Lyrics, Jingle, Graphics, Animation etc. The agency shall prepare a comprehensive media plan which shall be approved by ODOP Cell for TV.

(iv) Digital Films:

The selected agency will be responsible for conceptualizing, creating and producing –

- a. ODOP Films for each district of Uttar Pradesh (5 minute duration) in English & Hindi both.
- b. 5 videos of ODOP Programme holistically (One 1-minute, Two 2-minute & Two 5-minute videos) in English & Hindi both

- c. 5 videos, one each for explaining ODOP Schemes in English/ Hindi as per requirements.

The selected agency is responsible for creating and producing the script of such films. All Films will be freshly shot for this engagement using professional photographers and further edited to make it ready for release. All graphics/ animations/ art work used must be developed ab initio by the selected agency for this scope activity.

(v) Mobile Phone Marketing:

The selected agency will be responsible for identifying occasions in consultation with ODOP Cell on which bulk SMS/Whatsapp messages are required to be sent out. Further the agency will be responsible for creating content of SMS/Whatsapp messages and successful dissemination of SMSs/Whatsapp messages. The cost of sending such bulk SMSs/Whatsapp messages shall be borne by ODOP Cell.

(vi) Brochures and other collaterals:

The selected agency will have to conceptualize, design and develop the various brochures, flyers, coffee table book, ODOP product profiles etc. as per the proposed branding plan for ODOP Cell as and when required. The information of schemes for such collaterals will be provided by ODOP Cell, however creative content for ODOP products shall be collated by the selected agency. The targets for such brochures are as below (In both Hindi & English language) (also mentioned in para 2.5)

- a) Separate brochure for each existing and forthcoming ODOP Schemes
- b) Theme-based brochures for ODOP products eg Handicraft, Textiles, Wood etc
- c) An ODOP Programme brochure providing information on entire programme in brief
- d) A yearly coffee table book. The pictures of ODOP products for Coffee table book would be arranged by the agency either through buying the copyrights or arranging for photoshoot for ODOP products.
- e) A ODOP product profile for each district
- f) Content for ODOP products for online selling (2-3 paragraph for each ODOP product with 3-4 HD pictures)
- g) As other article as and when required

2.5 Deliverables and Timeline

The tentative time period of the assignment is 12 months from the date of acceptance of award. The key deliverables (in addition to other activities/

deliverables as mentioned in the Clause 2.4) for this duration will be as follows (timelines are suggestive and can be changed as per requirement): -

Deliverable	Timeline	Quantitative Description (Minimum quantity of each deliverable in the specific timeline mentioned below from date of award)
Positioning theme & implementation strategy	Within 15 days of accepting the contract	
Branding Strategy	Within 15 days of accepting the contract	
Advertisements	As and when required	50 advertisements
Newsletter	07 days from end of every month for the preceding month	12 newsletters (One for each month detailing the ODOP activities for that month)
Radio Spot Advertisements	As and when required	12 advertisements
Radio Sponsored Programme	As and when required	3 programme (Each programme of 10 episodes with minimum 15 minutes each)
TV Spot Advertisement	As and when required	6 advertisements
Digital Videos (Each video both in English & Hindi)	As and when required	<ul style="list-style-type: none"> a) One video for each ODOP district. So total number of videos required are 75 (each video of min 5 min) and b) 5 videos of ODOP Programme (One 1-minute, Two 2-minute & Two 5-minute videos) c) Minimum 5 videos (One for each scheme)

Mobile Phone Marketing	SMS content	As and when required
Content & Design for Brochures and other collaterals	As and when required	<ul style="list-style-type: none"> a) Separate brochure for each existing and forthcoming ODOP Schemes b) Theme-based brochures for ODOP products eg Handicraft, Textiles, Wood etc c) An ODOP Programme brochure providing information on entire programme in brief d) A yearly coffee table book. The pictures of ODOP products for Coffee table book would be arranged by the agency either through buying the copyrights or arranging for photoshoot for ODOP products. e) A ODOP product profile for each district f) Content for ODOP products for online selling (2-3 paragraph for each ODOP product with 3-4 HD pictures)
Additional deliverables may be quantified, and instructions will be issued to the selected bidder from time to time	Adhering to the timelines specific to the tasks provided in instructions/work order issued from time to time	
Quarterly progress report	Within 7 days after end of every quarter	

Day Zero shall be a day of acceptance of award by the selected agency. The time line and definition of Deliverables can vary as per the action plan to be defined by

the Selected Agency. The Selected Agency shall hand over soft copies and 2 sets of hard copies of all the deliverables of the assignment as per time line, which will be the property of ODOP Cell.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. General

3.1 Scope of Proposal

- 3.1.1** Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 3.1.2** Bidders are advised that the selection of Content, Design and Creative Agency shall be on the basis of an evaluation by ODOP Cell, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the ODOP Cell's decisions are without any right of appeal whatsoever.
- 3.1.3** The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with ODOP Cell.

3.2 Conditions of Eligibility of Bidders

- 3.2.1** Bidders must read carefully the conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 3.2.2** To be eligible for evaluation of its Proposal, the Bidder shall fulfill the Minimum Eligibility Criteria as mentioned in Clause 4.2
- 3.2.3** The Applicant should submit a Power of Attorney, as per the format Appendix III Form 3. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.
- 3.2.4** Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

3.3 Intellectual Property Rights

- 3.3.1** ODOP Cell shall remain the owner of all the content conceptualized, created and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to ODOP Cell and the selected agency has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances. All the content

conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of ODOP Cell.

3.3.2 The Selected Agency shall insure itself against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the press clippings, photographs, AV material or any part thereof in India or abroad.

3.3.3 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of any material or any part thereof, the Selected Agency shall act expeditiously to extinguish such claim. If the Selected Agency fails to comply and the ODOP Cell is required to compensate a third party resulting from such infringement, the Selected Agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Selected Agency shall provide the ODOP Cell with a notice of such a claim, if made, without delay

3.4 Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the ODOP Cell under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold ODOP Cell's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to ODOP Cell, or that may place them in a position of being unable to carry out the assignment in the best interest of ODOP Cell. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

- (i) Conflict between assigned works and services:** A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- (ii) Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- (iii) Relationship with Employer's staff:** Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project

implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of bidder's work.

3.5 Fraud and Corrupt Practices

3.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LOA, the ODOP CELL may reject a Bid, withdraw the LOA, or terminate the association with the Selected Bidder, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the ODOP CELL shall be entitled to forfeit and appropriate Performance Security, as Damages, without prejudice to any other right or remedy that may be available to the ODOP CELL under the Bidding Documents and/ or the LOA, or otherwise.

3.5.2 Without prejudice to the rights of the ODOP CELL under Clause 3.5.1 herein above and the rights and remedies which the ODOP CELL may have under the LOA, or otherwise if a Bidder, is found by the ODOP CELL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the project duration, such Bidder shall not be eligible to participate in any tender or RFP issued by the ODOP CELL during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.5.3 For the purposes of this Clause 3.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i)** "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ODOP CELL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning or arising therefrom, 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 ODOP CELL, shall

be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Department in relation to any matter concerning the Project;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts, plagiarism or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the ODOP CELL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.6 Unfair Competitive Advantage

Fairness and transparency in the selection process require that Bidders or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed bidders together.

3.7 Number of Proposals

A Bidder is eligible to submit only one proposal.

3.8 Cost of Proposal

3.8.1 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. ODOP Cell will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.8.2 Cost of RFP Document

The RFP Document can be downloaded free of cost from the e-Tender portal at <https://etender.up.nic.in>. However, an amount of Rs 5000/- has to be paid through NEFT or RTGS before the bid submission end and time as cost of the RFP. The payment has to be made to the account of Joint Commissioner Industries, Lucknow Department of MSME as per details mentioned below

Bank of India,
Account No – 680710110002009,
IFSC Code – BKID0006807

The payment advice/ receipt/ UTR Number should be submitted along with proposal of the bidder.

3.9 Consortiums

No Consortiums shall be allowed for this project.

3.10 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (i) made a complete and careful examination of the RFP;
- (ii) acknowledged that it does not have a Conflict of Interest; and
- (iii) agreed to be bound by the undertaking provided by it under and in terms hereof.

3.11 Right to reject any or all Proposals

3.11.1 Notwithstanding anything contained in this RFP, the ODOP CELL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

3.11.2 The ODOP CELL reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by the ODOP CELL, the supplemental information sought by the ODOP CELL for evaluation of the Proposal.

3.11.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Proposals have been opened and the highest ranking Bidder gets disqualified/rejected, then the ODOP CELL reserves the right to consider the next best Bidder, or any other measure as may be deemed

fit in the sole discretion of the ODOP CELL, including annulment of the Selection Process.

B. DOCUMENTS

3.12 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 3.14:

INSTRUCTIONS FOR E-TENDERING

SECTION 1: SCHEDULE OF BIDDING PROCESS

SECTION 2: TERMS OF REFERENCE

SECTION 3: INSTRUCTIONS TO BIDDERS

SECTION 4: BIDDERS ELIGIBILITY AND EVALUATION CRITERIA

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Bidder

Form-3: Financial Capacity of the Bidder

Form-4: Experience of the bidder as per various conditions mentioned in Section 4

Form-5: Approach, Methodology and Work Plan

APPENDIX-II: FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Appendix-III

Form 1: Draft Agreement

Form 2: Form of bank guarantee for Performance Security

Form-3: Format for Power of Attorney for signing of proposal

3.13 Clarifications from Bidders

3.13.1 Bidders requiring any clarification on the RFP may send their queries to the ODOP CELL in writing (by e-mail only) before the date mentioned in the Schedule of Selection Process at Section I

3.13.2 Pre-Bid Meeting shall be convened at the designated address, date and time as specified in the Schedule of Bidding process. A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-bid meeting. During the course of the Pre-Bid meeting, the bidder(s) will be free to seek clarifications and make suggestions for consideration of the Department.

3.13.3 The ODOP CELL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the ODOP CELL to respond to any question or to provide any clarification.

3.14 Amendment / Modification of RFP

3.14.1 At any time prior to the deadline for submission of Proposal, the ODOP CELL may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP/ Addendum/ Amendment/ Corrigendum through posting it only on e-Tender portal.

3.14.2 All such amendments/modified RFP will be posted only on the e-Tender Portal and shall not be published in any newspaper and will be binding on all Bidders.

3.14.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the ODOP CELL may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

3.15 Language

The Proposal with all accompanying documents (the “**Documents**”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.16 Format and signing of e-bids

3.16.1 The Bidder shall provide all the information as per this RFP Document. The ODOP CELL would evaluate only those Proposals that are received in the required format and are complete in all respect. The Bidder shall prepare the electronic copy for the eBids (in pdf format) and upload the eBids on eTender Portal <https://etender.up.nic.in> through the bidder’s Digital Signature Certificate (DSC).

Each Proposal shall comprise the following:

(i) Technical Proposal

- a. Payment advice/receipt/UTR Number paid as cost of RFP document
- b. Payment advice/ receipt/ UTR Number paid as Earnest Money Deposit
- c. Letter of Proposal in the format set out in Appendix I Form 1;
- d. Details of the Bidder in the format set out in Appendix I Form 2; The Bidder has to declare the Company profile such as Memorandum & article of Association of the company, etc. The documents to be submitted should also include the following:

1. Self-attested copy of Registration.
 2. Self-attested copy of PAN card.
 3. Self-attested copy of the GSTIN Number
 4. Self-attested copy of company profile along with the list of prominent clients.
 5. A Statutory auditor/ Chartered Accountant certificate specifying the net annual turnover for the last three years (2015-16, 2016-17, 2017-18) in the format set out in Appendix I Form 3
- e. Power of Attorney as per Appendix III Form 3, authorizing the signatory of the Proposal to commit the Bidder;
- f. Other details comprising
1. Project data Sheets in the format set out in Appendix I Form 4 with supporting proof as indicated in Section 4. Separate Form 4 should be provided for each project.
 2. Approach, Methodology and Work Plan in the format given in Appendix I Form-5
- (ii) Financial Proposal
- (iii) Financial Proposal will be uploaded on the e-tendering website in the format as set out in Appendix II. The financial bid should include all expenses related to visits to the districts, proposed data collection instruments, fooding, lodging and any other related expenses. Each page of the Technical eBid shall be numbered and signed by an authorized signatory of the Bidder holding the Power of Attorney (the "Authorized Representative"). A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

3.17 Submission of e-Bids

- 3.17.1** The Bidders should submit their bids online only in the Submission module of eTender Portal <https://etender.up.nic.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the eTender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the eBids well advance in time.
- 3.17.2** All proposals and accompanying documentation will become the property of the ODOP CELL and will not be returned. The bidders should submit their eBid considering the Server time displayed on the eTender Portal <https://etender.up.nic.in>. This server time is the time by which the eBid submission activity will be allowed till the permissible time on the last/end date of submission of eBids indicated in the e-tender schedule.
- 3.17.3** Once the eBid submission date and time is over, the bidders cannot submit their eBid. The bidders shall only be held responsible for any delay and whatsoever reason in non-submission of eBid.

3.17.4 The procedure for submission of eBids by the bidders on eTender Portal <https://etender.up.nic.in> is already available on the Portal and has also been explained in the RFP above under Instructions for e Tendering.

3.17.5 It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- (i) Made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP Document;
- (ii) Received all such relevant information as it has requested from the ODOP CELL, and;
- (iii) Made a complete and careful examination of the various aspects of the Project.

ODOP Cell shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.18 Late Bids

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBid is not submitted in time due to any reasons.

3.19 Withdrawal and Resubmission of e-bids

3.19.1 At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

3.19.2 The Bidder can resubmit his/ her eBid as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal

<https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 3.17 above.

3.19.3 The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids.

3.19.4 No eBids can be resubmitted subsequently after the deadline for submission of eBids

3.19.5 The ODOP CELL may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum

3.20 Receipt and Opening of e-Bids

3.20.1 Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on e-Tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the Technical Proposals will be opened at the date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.

3.20.2 ODOP CELL will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend the Bid Opening, at date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the ODOP CELL, the eBids shall be opened at the appointed time and place on the next working day.

3.20.3 The bidder's names & the presence and other details as the ODOP CELL at its discretion may consider appropriate, will be announced at the opening of the eBids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

3.20.4 After evaluation of technical e-Bids, the ODOP CELL shall notify those bidders whose e-Bids were considered non-responsive to the Conditions as mentioned in this RFP Document and not meeting the Qualification Requirements indicating that they did not technically qualify for this project. The ODOP CELL will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for the presentation and opening of their financial e-Bids.

3.20.5 The ODOP CELL reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP Document

3.20.6 To facilitate evaluation of Proposals, the ODOP CELL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.21 Technical Proposal

- 3.21.1** Bidders shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 3.21.2** While submitting the Technical Proposal, the Bidder shall, in particular, ensure that all documents duly signed by the authorized signatory have been submitted.
- 3.21.3** Failure to comply with the requirements shall make the Proposal liable to be rejected.
- 3.21.4** The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 3.21.5** The ODOP CELL reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the ODOP CELL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the ODOP CELL there under.
- 3.21.6** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the PR, Design & Creative Agency either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the ODOP CELL without the ODOP CELL being liable in any manner whatsoever to the Applicant or PR, Design & Creative Agency, as the case may be. In such an event, the ODOP CELL shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the ODOP CELL for, inter alia, time, cost and effort of the ODOP CELL, without any other right or remedy that may be available to the ODOP CELL.

3.22 Financial Proposal

- 3.22.1** Bidders shall submit the financial proposal in a separate excel sheet of Commercial bid format has also been published along with the RFP as per format at Appendix-II (the “**Financial Proposal**”) clearly indicating the total lump-sum cost of the services in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 3.22.2** While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i)** All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, third party services, overhead charges viz. occasional travelling, boarding and lodging and out of pocket expenses, etc. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial

Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

(iii) Costs shall be expressed in INR.

3.22.3 The Financial proposal shall be firm throughout the period of performance of the assignment up to and discharge of all obligations of the PR, Design and Creative Agency under the Agreement.

3.23 Proposal Due Date

3.23.1 Proposal should be submitted within the Proposal Due Date Specified at Section I in the manner and form as detailed in this RFP.

3.23.2 The ODOP CELL may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 3.14.

3.24 Proposal validity

The Proposal shall remain valid for a period of 180 days from the Proposal Due Date (Proposal Validity Period). The ODOP CELL reserves the right to reject any Proposal, which does not meet this requirement.

3.25 Late Proposals

Proposals received by the ODOP CELL after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.26 Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Bidder after bid submission end date and time as mentioned in Section I.

3.27 Earnest Money Deposit (EMD)

3.27.1 The Bidder shall furnish as part of its Proposal, an EMD of Rs. 5,00,000/- (Rs. Five lakhs only) to be paid through NEFT or RTGS before the bid submission end date and time. The payment has to be made to the account of Joint Commissioner Industries, Lucknow, Department of MSME as per details mentioned below

Bank of India
Account No- 680710110002009
IFSC Code – BKID0006807

3.27.2 Micro & Small Enterprises and Industrial Cooperatives within State which are certified as such by the Commissioner and Director of Industries or by Deputy Commissioner, District Industry Centre, are exempted in respect of certified items from furnishing earnest money deposit in support of tenders submitted by them.

3.27.3 The payment advice/ receipt/ UTR Number should be submitted along with each proposal of the bidder

3.27.4 Proposals for which EMD is not received shall be rejected by the ODOP CELL as non-responsive.

3.27.5 The ODOP CELL shall not be liable to pay any interest on the EMD and the same shall be interest free.

3.27.6 EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issue of Work Order to the Successful

Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security as per Clause 3.35.

3.27.7 The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the ODOP CELL's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the ODOP CELL under the following conditions:

- (i)** If a Bidder engages in any of the Prohibited Practices; or
- (ii)** If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
- (iii)** If the Selected Bidder fails to clarify or reconfirm its commitments as required vide Clause 3.30.2
- (iv)** In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in Clause 3.36; or
- (v)** If the Bidder is found to have a Conflict of Interest as specified in Clause 3.4.

D. EVALUATION PROCESS

3.28 Evaluation of Proposals

3.28.1 The ODOP CELL shall open the Proposals on date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP

3.28.2 Evaluation of Technical Bids

- (i)** Constitution of Tender Evaluation Committee (TEC) - The evaluation of the eBids shall be carried out by Tender Evaluation Committee (TEC). The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- (ii)** The Technical presentation shall be done to the Tender Evaluation Committee (TEC).
- (iii)** Technical bids should be analyzed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non-responsive:
 - a. Technical Bids of those bidders, who do not meet the eligibility criteria
 - b. Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

3.28.3 Evaluation of Financial eBids

- (i)** The financial eBids shall be opened by TEC of the bidders which score more than 60 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.

- (ii) The Bidders shall upload the Financials in the Commercial bid section of the eTender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Appendix-II. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal.
- (iii) If there are conditions attached to any financial eBids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such eBids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

3.28.4 Negotiations

- (i) Normally, there would be no post RFP negotiations. In case of it is required, negotiations may be carried out with the H1 Bidder in the interest of the project.

3.28.5 Award of Contract

In a particular case of selection, the bidder would be technically evaluated out of 100 marks. Bids receiving 60 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 70:30.

The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 60, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110.

Using the formula $LEC \times 100/EC$, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120$.	=83 points
B: $100 \times 100 / 100$.	=100 points
C: $100 \times 100 / 110$.	= 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A:	$60 \times 0.70 + 83 \times 0.30$	=66.9 points
Proposal B:	$80 \times 0.70 + 100 \times 0.30$	=86 points
Proposal C:	$90 \times 0.70 + 91 \times 0.30$	=90.3 points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A:	66.9 points	H3
Proposal B:	86 points	H2
Proposal C:	90.3 points	H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

3.28.6 Bidders are advised that Selection will be entirely at the discretion of the ODOP CELL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

3.28.7 Any information contained in the Proposal shall not in any way be construed as binding on the ODOP CELL, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

3.29 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the ODOP CELL in relation to, or matters arising out of, or concerning the Selection Process. The ODOP CELL will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The ODOP CELL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the ODOP CELL.

The Content, Design and Creative Agency and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the ODOP CELL to the Content, Design and Creative Agency, and a Personnel of Content, Design and Creative Agency any information provided by or relating to the ODOP CELL, its technology, technical processes, business affairs or finances or any information relating to the ODOP CELL's employees, officers or other professionals or suppliers, customers, or contractors of the ODOP CELL; and any other information which the PR, Design and Creative Agency is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("**Confidential Information**"), without the prior written consent of the ODOP CELL.

Notwithstanding the aforesaid, the PR, Design and Creative Agency, and its Personnel may disclose Confidential Information to the extent that such confidential information:

- (i) was in the public domain prior to its delivery to the PR, Design and Creative Agency and its Personnel or becomes a part of the public

knowledge from a source other than the PR, Design and Creative Agency, and its Personnel;

- (ii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the PR, Design and Creative Agency, shall give ODOP CELL, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.30 Clarifications

3.30.1 To facilitate evaluation of Proposals, the ODOP CELL may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the ODOP CELL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.30.2 If a Bidder does not provide clarifications sought under Sub-Clause 3.30.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the ODOP CELL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the ODOP CELL.

E. APPOINTMENT OF Content, DESIGN AND CREATIVE AGENCY

3.31 Selected Bidder

The first ranked Bidder (the “**Selected Bidder**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

3.32 Presence of a Resource at ODOP Cell

The selected bidder shall appoint one resource permanently till the end of the contract period at office of the ODOP Cell, Lucknow, without any extra charge to the ODOP Cell. The resource so appointed shall be the SPOK (Single Point of Contact) of the selected bidder to ODOP Cell. The resource appointed should be one among the CVs shared as Content Developer in point 2c of para 4.3 of this RFP. Also the agency will ensure a backup resource at ODOP Cell without any extra cost, in case the permanent appointed source is on leave for more than two days at a stretch. Also the resource will arrange its own laptop/desktop for his/her working at ODOP Cell along with high speed internet connection, as the resource will be provided only with sitting arrangement at ODOP Cell.

3.33 Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the ODOP CELL for any direct loss or damage that is caused due to any deficiency in services.

3.34 Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by the ODOP CELL to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date,

the ODOP CELL may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

3.35 Performance Security

Upon receipt of Letter of Award (LOA) from the ODOP CELL, the successful Bidder shall at its own expense furnish the Performance Security of an amount equal to 10% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form (Appendix-III Form 2) within a fortnight from the date of signing of agreement. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (six) months, the Performance Bank Guarantee may be discharged/ returned by the ODOP CELL upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

3.36 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance Security as per clause 3.35 and fails to sign the Agreement, its EMD shall be forfeited and appropriated by the ODOP CELL. In such an event, the ODOP CELL may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

3.37 Period of Contract:

The Contract would be assigned for a period of one year.

3.38 Extension of Contract:

The contract may be extended for another year subject to satisfactory performance on same terms and conditions.

3.39 Penalty Clause:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, ODOP Cell reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total assignment fee.

3.40 Payment to Selected Bidder

3.40.1 The payment of fee shall be made as under: -

Payment Schedule	% Payable of Total Fee
At the end of Quarter-1 after submission of a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.	25
At the end of Quarter-2 after submission of a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.	25

At the end of Quarter-3 after submission of a consolidated report of all the activities performed during the quarter vis-a-vis to the Scope of Work along with invoice of the respective quarter.	25
On satisfactory completion of the assignment on submission of a detailed compliance report along with invoice of the respective quarter.	25

3.40.2 The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by ODOP Cell) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule.

3.40.3 The selected bidder will have to submit a Quarterly Progress Report as described in the Scope of Work by every 7th day of the next quarter.

3.40.4 The selected bidder will submit two hard copies of each completed milestone to ODOP Cell along with invoice copy for the payment. Along with hard copies, the selected bidder shall upload the soft copies of the completed milestones on the online dedicated server/ cloud as advised by ODOP Cell for each quarter for payment clearance.

F. Force Majeure

3.41 Definition

- (i)** For the purposes of this assignment, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (ii)** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (iii)** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (iv)** The ODOP CELL will decide the eventuality of Force Majeure which will be binding on both the parties.

3.42 No breach of Agreement

The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises

from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

3.43 Measures to be taken

- (i)** A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (ii)** A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (iii)** The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.44 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the PR, Design and Creative Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the ODOP CELL. The Agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the ODOP CELL.

3.45 Consultation

Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.46 Suspension of Agreement

The ODOP CELL may, by written notice of suspension to the PR, Design and Creative Agency, without any obligation (financial or otherwise) suspend all the payments to the Content, Design and Creative Agency hereunder if the CONTENT, Design and Creative Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Content, Design and Creative Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the CONTENT, Design and Creative Agency of such notice of suspension.

3.47 Termination of Agreement

ODOP CELL may terminate the Contract in whole or part without assigning any reason if:-

- (i)** The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- (ii)** If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

G. Disputes Resolution

3.48 Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

3.49 Arbitration:

In case the dispute is not resolved as indicated in Clause 3.48, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by ODOP CELL and other appointed by Content, Design and Creative Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

H. MISCELLANEOUS

3.50 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.51 The ODOP CELL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to the ODOP CELL by, on behalf of and/or in relation to any Bidder; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

3.52 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the ODOP CELL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

SECTION 4: BIDDERS ELIGIBILITY AND EVALUATION CRITERIA

4.1 Presence of a Resource at ODOP Cell

The selected bidder shall appoint one person permanently till the end of the contract period at office of the ODOP Cell, Lucknow, without any extra charge to the ODOP Cell. The resource so appointed shall be the SPOK (Single Point of Contact) of the selected bidder to ODOP Cell.

4.2 Minimum Eligibility Criteria

The bidder shall fulfil all of the following minimum eligibility criteria independently on date of submission of bid:

SL No	Criteria	Supporting documents to be submitted
MEO	<p>The bidder agency should:</p> <p>i) be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or a proprietorship firm</p> <p>ii) have a valid PAN CARD</p> <p>iii) have valid registration of GST</p> <p>iv) have been operating for the last three (5) years in India from date of opening of tender, with experience in rendering services similar to creation of content & design.</p>	<p>i) Certificate of Incorporation/ Registration / any other document to prove proprietorship</p> <p>ii) Copy of Pan Card</p> <p>iii) Copy of GST Registration</p> <p>iv) CA Certificate indicating that the firm/ agency is in operation for the last five years from date of opening of tender, with experience in rendering services similar to creation of content & design</p>
ME1	<p>Experience Criteria:</p> <p>a) The Agency should have multi city (at least 5) presence in India. The agency should have their own inhouse studio, capable of developing, mixing of audio/digital content.</p> <p>c) The agency should have provided media promotion/ content or design creation services for at least two national/ international level corporate events for any of the BSE500</p>	<p>Complete Details of the Communication Address of each office duly certified by Authorized Signatory</p> <p>Work order or agreements along with scope of services rendered. Copy of event related brochure/ marketing material establishing the nature of event</p>

	<p>Companies and been a creative agency for at least one year for any of BSE500 companies.</p> <p>OR</p> <p>Atleast two national level industrial investment promotion related events conducted by state/ central government of India</p> <p>in the last 5 years from the date of opening of the tender.</p>	
ME2	<p>Financial Criteria:</p> <p>a) Minimum average annual turnover exclusively from Content, Design and Creative services only of the bidder should be at least Rs. 3 crores in all the last three financial years (2016-17; 2017-18; 2018-19). Turnover of sister concerns/affiliates would not be considered.</p>	<p>CA / Auditor Certificate certifying the Turnover from content, design and Creative Services.</p> <p>Profit & Loss account and Balance Sheet / statement showing revenues for 3 financial years FY 2016-17; FY 2017-18 and FY 2018019 certified by CA.</p>
ME3	<p>Firm must not be disqualified/black listed/terminated/ debarred by any State/ Central Government or their agencies</p>	<p>Self-certification by the authorized signatory. False certification and/ or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process a blacklisting by the State of UP.</p>

4.3 Evaluation of Proposal

Each Proposal, which meets the minimum eligibility in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 60 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified and financial bid of those disqualified bidders shall not be opened.

Completion certificate or Copy of Agreement or Letter of Award duly certified by the authorized signatory of the bidding company/ Chartered Accountant to be enclosed in support of all claimed projects.

Sl No	Criteria	Marks
1	Past experience of the agency	45

1a	<p>Projects for any of the BSE500 Companies or with state/ central government of India involving creative work for creative content such as designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings etc as mentioned in scope of work in last three financial years (2016-17, 2017-18, 2018-19)</p> <p>Evidence & Sample for 4 Projects - 8 marks</p> <p>Evidence & Sample for 5 Projects – 11 Marks</p> <p>Evidence & Sample for 6 Projects or more – 15 marks</p> <p><i>Work order or agreement along with scope of services rendered should be provided as documentary evidence. In addition, online link of videos and samples of designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings for each event/ summit should be provided. (Projects having complete supporting documents shall be considered for evaluation)</i></p>	15
1b	<p>Experience of providing Content and design such as designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings etc as mentioned in scope of work for any of the BSE500 companies or for State or Central Government of India bodies with each project cost of minimum of Rs 40 lakh in last three financial years (2016-17, 2017-18, 2018-19)</p> <p>For 4 projects – 8 marks</p> <p>For 5 projects – 11 marks</p> <p>For 6 projects or more – 15 marks</p> <p><i>Work order or agreements along with scope of services rendered clearly indicating that the agency has provided Content, design, media campaigns such as designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings etc as mentioned in scope of work for any of the BSE500 companies or for State or Central Government of India bodies. (Projects having complete supporting documents shall be considered for evaluation)</i></p>	15
1c	<p>Firm's average turnover in India from Content, design and creative services only in the last three financial years (2016-17; 2017-18; 2018-19).</p> <p>Average Turnover of Rs. 3 crore to 5 crore – 8 marks</p> <p>Average Turnover of above Rs. 5 crore to 10 crore – 11 marks</p> <p>Average Turnover above Rs. 10 crore – 15 marks</p>	15

	<i>Turnover of sister concerns/affiliates would not be considered. An Auditor/ CA Certificate must be provided, clearly stating that the "Turnover is from PR, design and creative services only."</i>	
2	Qualification and Experience of Team Proposed for the assignment (CVs for each team member to be submitted as per format provided in Annexure 1)	35
2a	<p>Agency Director/MD/Chairman</p> <p>At least Post-Graduation in Mass-communication or Journalism with minimum 15 years of work experience in relevant field. (3 marks)</p> <p>Experience of leading media planning, PR creative and design assignments for BSE500 company or state, national or international governments in projects of at least 6 months duration. (1 Mark for each such project, Maximum – 5 marks)</p>	9
2b	<p>Design Expert:</p> <p>Post-Graduation in Fine Arts, creative designing or similar fields with minimum 10 years of work experience in relevant fields. (3 marks)</p> <p>Experience in designing of marketing collaterals for international events/ Global Investor Summits organized by any of BSE500 company or state or central government for industrial promotion/ Other state government projects in projects of at least 6 months duration. (1 mark for each such project, Maximum – 3 marks)</p>	6
2c	<p>Content Developer (5)</p> <p>Post-Graduation in any field with at least 5 years of work experience in design and content development. One of the personnel should have advanced proficiency in written English and the other should have advanced proficiency in written Hindi. (2 marks for each personnel = 2x5 =10)</p> <p>Experience of writing/ editing texts for branding/promotion/industrial promotion/ economic development campaigns run by any BSE500 company or State or Central Government agencies or international governments in projects of at least 6 months duration. (1 mark for each such campaign, maximum – 2 marks for each personnel= 2x5 = 10)</p>	20

3	<p>National / International Awards won.</p> <p>For each national / international award won, 1 score would be given, up to a total maximum of 5 scores</p>	5
4	<p>Write up (to be provided as part of technical proposal) and presentation on approach including –</p> <ul style="list-style-type: none"> • Understanding of scope of work • Segmenting, Targeting and Positioning (STP) • Approach, Methodology and Work Plan • Sample video and print media creatives along with suggestive designs for brochures, Banners, Hoarding, etc. • List of suggested bloggers • Crisis management plan • List of suggested op-ed writers • List of suggested national and international magazines for publication of articles • Media & PR plan, outreach depth & strategy and scheduling of all types of media for both national and international markets. • Any other innovative idea/ strategy 	15

APPENDICES

APPENDIX-I

(See Clause 3.16.1)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Bidder"s letter head)

Dated:

The Nodal Officer,

ODOP Cell

First Floor, Expo Mart, 8,

Cantonment Rd, Qaisar Bagh,

Lucknow, Uttar Pradesh 226001,

Sub: Selection of Content, Design & Creative Agency for Branding & Promotion of Uttar Pradesh

Dear Sir/ Madam,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the **Proposal** and in the Appendices, is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the ODOP Cell any additional information it may find necessary or require supplementing or authenticate the Bid.
5. We acknowledge the right of the ODOP CELL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted by any state/ central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:

- A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the ODOP CELL.
 - B. We do not have any conflict of interest in accordance the RFP document;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the ODOP CELL or any other public-sector enterprise or any government, Central or State; and
 - D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
 10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the ODOP CELL of the same immediately.
 14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the ODOP CELL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
 15. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the ODOP CELL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
17. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. We offer an EMD of Rs. 5,00,000/-(Five Lakhs only) to the ODOP CELL in accordance with the RFP Document.
19. The EMD in the form of a Demand Draft will be separately delivered before the bid submission end date and time.
20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
21. We agree to keep this offer valid for 180 (One hundred eighty) days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Form-2

Particulars of the Bidder

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of Bidder Company:
5. GSTIN (Copy to be enclosed):
6. PAN (Copy to be enclosed)
7. Experience in PR, Design and Creative services (years) with proof:
8. Date of first assignment:
9. Worldwide presence:
10. Presence in India:
11. Total no. of employees:
12. No. of employees in PR, Design and Creative services:
13. Details of contact persons:
14. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email id:

Postal address:

(Signature of Authorized signatory)

Form-3
Financial Capacity of the Bidder
(Refer Clause 4.2)

Particulars	Rupees in Crores		
	2015-16	2016-17	2017-18
Annual turnover exclusively from PR, Design and Creative services of the bidder. Turnover of sister concerns/ affiliates would not be considered.			
Average Turnover for 3 year			

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

Form-4

Experience of the bidder as per various conditions mentioned in Section 4

(See Clause 4.2 and 4.3)

Project Name:		Country
Project Location Within Country:		Professional Staff Provided by the Firm: No. of Staff: No. of Person Months:
Nature of Client		
Start Date (Month/Year)	Completion Date(Month/Year)	Approx. Value of Services (in INR):
Name of Senior Staff Involved (Project Director, Team Leader) involved and Functions Performed:		
Description of the Project:		
Description of Actual Services provided:		

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory

of the bidding company/Chartered Accountant to be enclosed in support of conducted summits and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

Note-: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. In addition, samples of creatives, video links etc. also needs to be furnished as sought in individual conditions of Section 4.

Form-5

Approach, Methodology and Work Plan

In this write up the firm should propose its understanding of the project, the action plan it intends to follow, the approach and methodology, Segmenting, Targeting and Positioning (STP), Media & PR Plan and scheduling, designs for brochures, Banners, Hoarding, etc., the matrix of staff deployment as per timeline, the deliverables and their time line, the mobilisation of extra resources and value addition proposed for the assignment. The practical difficulties and obstacles which can possibly arise during the course of assignment and how to address them should also be highlighted.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Submission of Proposal against your RFP dated _____

Our detailed financial proposal is as follows:

Sl. No	Particulars	Basic price (a)	GST as applicable (presently 18%) (b)	Total cost for the project (a+b)
1.	Total Cost of providing services as per the ToR and SoW mentioned in the RFP for a period of 1 year			
Total cost in words				

**BREAKUP OF THE FINANCIAL PROPOSAL AS PER FOLLOWING
MENTIONED DELIVERABLES**

Deliverable	Cost per unit of the deliverable	Total cost (without taxes) as per quantified number of deliverables (Detailed in para 2.5)
Advertisements		
Newsletter		
Radio Spot Advertisements		
Radio Sponsored Programme		
TV Spot Advertisement		
Digital Videos		

(Each video both in English & Hindi)- 5 min		
Digital Videos (Each video both in English & Hindi)- 2 min		
Digital Videos (Each video both in English & Hindi)- 1 min		
Mobile Phone Marketing		
Content & Design for Brochures and other collaterals		
Coffee Table Book		
ODOP Product profile for each district		

NOTE: Financial Proposal (quote) shall have to be given on the .xls format file of the eTender Portal <https://etender.up.nic.in>. Separate Excel Sheet has been provided for Financial Proposal (BOQ).

Form 1

Draft Agreement

This agreement is made this ___ day of ___ 20XX at Lucknow between _____ (name of the PR, Design & Creative Agency selected through the bidding process against the RFP dated _____ for “**Selection of Design, Design & Creative Agency for Branding & Promotion of Uttar Pradesh**”) referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and ODOP Cell, First Floor, Expo Mart, 8, Cantonment Rd, Qaisar Bagh, Lucknow, Uttar Pradesh 226001, referred to as the “Second Party” through Joint Commissioner, ODOP Cell, First Floor, Expo Mart, 8, Cantonment Rd, Qaisar Bagh, Lucknow, Uttar Pradesh 226001, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide Design, Design and Creative services to ODOP Cell, in accordance with all the terms and conditions contained in the Tender RFP dated _____ and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS _____ DAY OF _____ TWO THOUSAND AND NINETEEN.

Authorised Signatory of “First Party”

Authorised Signatory of “Second Party”

Signature:

Signature:

Name and Address

Name and Address:

Witness for “First Party”

Witness for “Second Party”

Signature:

Signature:

Name and Address

Name and Address:

Form 2

Form of bank guarantee for Performance Security

1. IN consideration of the ODOP Cell (hereinafter called "the ODOP Cell") having agreed to exempt _____ (hereinafter called "the said PR, Design and Creative Agency") from the demand, under the terms and conditions of an Agreement, dated _____ made between ODOP Cell, First Floor, Expo Mart, 8, Cantonment Rd, Qaisar Bagh, Lucknow, Uttar Pradesh 226001 and _____ for the project of Branding & Promotion of Uttar Pradesh (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said PR, Design and Creative Agency of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____ **(Rupees _____ Only)** We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of _____ (PR, Design and Creative Agency) do hereby undertake to pay to the ODOP Cell an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the ODOP Cell by reason of any breach by the said Content, Design and Creative Agency of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ODOP Cell stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ODOP Cell by reason of breach by the said PR, Design and Creative Agency of any of the terms or conditions contained in the said Agreement or by reason of the PR, Design and Creative Agency 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. However, our liability under this guarantee shall be restricted to an amount not exceeding _____
3. We undertake to pay to the ODOP Cell any money so demanded notwithstanding any dispute or disputes raised by the Content, Design and Creative Agency 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 a valid discharge of our liability for payment thereunder and the Content, Design and Creative Agency shall have no claim against us for making such payment.
4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full 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 ODOP Cell under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or ODOP Cell certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Content, Design and Creative Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate the name of bank) further agree with the ODOP Cell that the ODOP Cell 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 PR, Design and Creative Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the ODOP Cell against the Content, Design and Creative Agency and to for bear or enforce any of the 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 said Content, Design and Creative Agency or for any forbearance, act or commission on the part of the ODOP Cell or any indulgence by the ODOP Cell to the said Content, Design and Creative Agency 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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the PR, Design and Creative Agency.
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ODOP Cell in writing.
8. This guarantee shall be valid for a period of 18 months.

Dated the _____ day of _____ 2019

for _____

(indicate the name of Bank)

Form-3

Format for Power of Attorney for signing of proposal

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the **Selection of Public Relations, Design & Creative Agency for Branding & Promotion of Uttar Pradesh** including signing and submission of all documents and providing information/ responses to ODOP Cell, representing us in all matters before ODOP Cell in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the PR, Design and Creative Agency.

In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.

Form-4

Curriculum Vitae (CV) of proposed onsite team members

Photo	1.Name			
	2.Position			
	3.Date of Birth			
	4.Education			
5.Employment Record	From	To	Company	Position Held
6.Brief Profile				
7.Languages Known				
8.Projects worked on	Total Number -			
Nature of Work: Year: Location: Company: Position Held: Work Description:				
Nature of Work: Year: Location: Company: Position Held: Work Description:				

Certification

I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualifications and my experience.

(ii) I am not employed by the Executing /Implementing Agency.

(iii) I am committed to undertake the assignment within the validity of Proposal.

Name and Signature of Team Member

Date:

Name & signature of the authorized signatory

Note:-

- *Personnel is to affix his/ her recent photograph on first page of CV.*
- *Complete address and phone number of the Personnel is to be provided.*
- *Document for proof of qualification is to be enclosed.*
- *Age of the personnel shall not be more than 65 years.*