

Request for Proposal (RFP)

For

Appointment of Communication Consultant for Department of Justice

Department of Justice

Jaisalmer House,

26, Mansingh Road, New Delhi - 110 001

Ph No: 011-23072552; Fax No: 011-23072552

Department of Justice

DOJ/CC/2018

Dated: 15/03/2018

Notice Inviting RFP for appointment of PR & Multi-Media Creative Agency for the DOJ

Department of Justice, Government of India wishes to appoint a PR & Multi-Media Creative Agency for preparing and implementing the media and publicity campaign for the DOJ. Online bids in two bid system are invited for and on behalf of the President of India from interested Agencies / Firms / Consortia for the above stated objective. Manual bids shall not be accepted.

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee **may be downloaded from department web site www.doj.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app>**

The schedule for online receipt of the application is as follows: -

1. Pre-bid meeting at 1130 Hrs on 26/03/2018
2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 10/04/2018.
3. Receipt of offers on or before 3.00 pm (1500 Hrs) on 10/04/2018.
4. Opening of Technical offers at 1530 Hrs on 11/04/2018.

Reputed and interested Agencies / Companies / Firms/ Consortia may download the RFP from the above websites and send in their response to the Deputy Secretary(eCourts), Department of Justice, Jaisalmer House, 26, Mansingh Road, New Delhi – 110 001. In case, if RFP document is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, In favor of Department of Justice shall be submitted along with bid.

- Bids shall be submitted online only at CPPP <https://eprocure.gov.in/eprocure/app>.
- Bidders are advised to follow the instructions provide in the “Instructions to Bidders” for the e-submission of the bids online through the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Intending bidders are advised to visit again department website www.doj.gov.in and CPPP website: <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment. Instructions for Online Bid Submission are available at Annexure – III.

Department of Justice

Appointment of PR & Multi-Media Creative Agency for the DOJ

1. Introduction

The Department of Justice forms part of Ministry of Law & Justice. It is headed by Minister, Law & Justice, followed by Minister of State (Law & Justice). The Secretariat is headed by Secretary (Justice). The Organisational setup includes four Joint Secretaries, six Directors/Deputy Secretaries and seven Under Secretaries. The functions of the Department of Justice include the appointment, resignation and removal of the Chief Justice of India, Judges of the Supreme Court of India, Chief Justices and Judges of the High Courts and their service matters. In addition, the Department implements important schemes for Infrastructure Development of Subordinate Judiciary, the E-court Project on computerization of various courts across the country, Legal Aid to Poor and Access to Justice. The working of Department of Justice is as per Allocation of Business Rule 1961.

Functions:

The core functions of DoJ include the smooth functioning of procedures and processes for Appointment, resignation & removal of the Chief Justice of India, Judges of the Supreme Court of India and High courts; their salaries, leaves, pensions and allowances followed by Constitution and organization (excluding jurisdiction and powers) of the Supreme Court (but including contempt of such Court) and the fees taken therein, Constitution and organization of the High courts and the courts of Judicial Commissioners & Union Territories except provisions as to officers and servants of these courts and their respective fees. Furthermore, administering funds under FCAs, collection of data on institution, disposal, pendency of cases in courts, monitoring the status of under trial prisoners, initiating policy measures for judicial reforms, setting up and operationalisation of National Mission for Justice delivery and Legal reforms and creation of All India Judicial Service (AIJS) including Implementation of various schemes to facilitate development and modernization of infrastructure for judiciary fall under the list of businesses allocated to the Department of Justice.

2. Objective

2.1. The objective of this RFP is to engage a reputed PR & Multi-Media Creative Agency for a period of one (1) year which may be extended for a subsequent period of one (1) year, on mutual consent, for preparing and implementing the media and publicity campaign for the DOJ. This will focus on:

- i. Creating awareness and generating interest about the DOJ among the various identified stakeholders, various projects and schemes.
- ii. Tailoring the communication (content and medium of communication), for the various stakeholders according to the requirements of the programme.

2.2. The RFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats and easy understanding has been divided into following sections:

Section 1	- Instructions to Consultants
Section 2	- Terms of Reference (ToR)
Part I	- Objective & Scope of Services
Part II	- TOR related information, Terms & Conditions
Section 3	
Technical Proposal	- Standard Forms & Other Undertakings
Financial Proposal	- Standard Forms

Section 1
(Instructions to Consultants)

Standard

1. Definitions

- (a) “Employer” means the Department of Justice, Government of India (DoJ) which has invited the bids for consultancy services and with which the selected Agency / Company / Firm / Consortium signs the Contract for the Services and to which the selected Agency / Company / Firm / Consortium shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any interested Agency / Company / Firm / Consortium who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India
- (g) “Department” means the Department of Justice (DoJ), Ministry of Law & Justice, Government of India.
- (h) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (l) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

2. Introduction

2.1 The Employer will select a PR & Multi-Media Creative Agency / Company/ Firm / Consortium (the Consultant) in accordance with the method of selection specified in the Part II of Section 2.

2.2 The name of the assignment/ job has been mentioned in Section-1. Detailed scope of assignment/ job has been described in the Terms of Reference in Sec. - 2.

2.3 The date, time and address for submission of the proposals have been given in Section 1.

2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Section 1. The Proposal will be the basis for signed Contract with the selected Consultant.

2.5 The Employer will provide to the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant project data and reports.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

3.1 If the Consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section2. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2 A consultant may associate with consultants and/or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II of Section 2. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract, etc.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Section 1 before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Section 1. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests' paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project and any of its goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography and satellite imagery.

Conflicting Assignment/job: A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer.

Conflicting relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Preparation of Proposals

8.1 The proposal as well as all related correspondence exchanged by the Consultants and the 'Employer', shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, if a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub consultancy, it may associate with a Consultant who has not been technically qualified as a part of the application process of this RFP.

8.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 3. The section 3 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form TP-1 in Section-3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organisation and in the case of a consortium/joint venture of each partner will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of client confidentiality agreements, a self-certification has to be provided by the Managing Director of the consultant.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job; and on requirements for facilities including administrative support, office space, data, etc. to be provided by the Employer (Form TP-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects; technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.
- (d) CVs of the Professional staff as mentioned above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TP-5 of Section 3).

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

8.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. The cost of production will be separate and may not be included in the financial proposal since the production costs will be paid on a pro-rata basis as per the DAVP approved rates and DAVP's schedule of payment.

9. **Proposal Validity**

The proposal shall be valid for 180 (one hundred and eighty) days from the date of opening of the proposal.

10. **Taxes**

The consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as GST, Value added, services, income taxes, fees, levies, etc) on amount payable by the employer under the contract. All such taxes must be included by the consultant in the financial proposal.

11. **Currency**

Consultant shall express the price of their Assignment/Job in Indian Rupees.

12. Earnest Money Deposit (EMD) & Performance Bank Guarantee

12.1 Earnest Money Deposit

- i. An EMD of Rs. 2,50,000.00 (Rupee Two Lakh fifty thousand only), in the form of Demand Draft(DD) drawn in favour of Department of Justice, payable at New Delhi has to be submitted along with the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within 45 days of award of job.

12.2 The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

12.3 Performance Bank Guarantee

The successful bidder will have to submit Performance Bank Guarantee (PBG) equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job. After submission of Performance Bank Guarantee (PBG), EMD shall be returned to him.

13. Submission, Receipt and Opening of Proposal

13.1 The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP- 1 of Section 3 & FP-1 of Section 3.

13.2 An authorized representative of the consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorize to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment / job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE XX/XX/2018, 3.00 PM". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

13.4 The Proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer no later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

14. Proposal Evaluation

14.1 From the time the proposals are opened to the time contract is awarded, the consultants should not contract the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the consultant proposal.

14.2 The employer will constitute a selection Committee which will carry out the entire evaluation process.

14.3 Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

14.5 Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants' representatives who choose to attend.

15. Technical Negotiations

15.1 Technical negotiation will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The employer and the Consultants will finalize the Terms of Reference, staffing Schedule, work schedule, logistics and reporting. These documents will then be incorporated in the contract.

15.2 Availability of Professional/Staff/Expert: Employer will require assurances that the Professional staff will be actually available

16. Award of Contract:

After technical Negotiations, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.

17. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

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Section 2

Terms of Reference (ToR)

PART I: Objective & Scope of Services

1. Objective of Assignment

Department of Justice (DOJ) wishes to appoint a PR & Multi-Media Creative Agency (“Consultant”) for a period of one (1) year which may be extended for a subsequent period of one (1) year, on mutual consent, for preparing and implementing the media and publicity campaign for the DOJ.

2. Scope of Work:

The scope will include but not restricted to following: The advertisement and publicity campaigns under various schemes and programs of the Department of Justice (DOJ) will be in the following media forms:

- a) **Audio-Video:** Television (TV commercials/promos, short films/documentaries etc.), Radio (radio jingles and audio clips),
- b) **Print:** News papers (National and Regional), pamphlets, leaflets, brochures, press release of the activities/events etc
- c) **Digital media:** Web banners, social media (Twitter, facebook, instagram, etc.), email publicity, Mobile Phone communication (SMS, Whatsapp forwards etc.)
- d) **Outdoors:** Posters, bus panels, bus shelters, metro panels, train panels, kiosks, banners, hoardings, other display methods etc.
- e) **Programmes/Events:** On-ground events, outreach programmes, stalls in exhibitions, backdrop and publicity in seminars, workshops, meetings, NALSA events etc.

The campaigns will be carried out in accordance with the media plans in Hindi, English and other regional languages, as may be appropriate and decided by DOJ. The consultant will be responsible for assisting the Department of Justice in developing an effective communication strategy and a coherent media plan for action to effectively use various publicity tools and improve the Department’s communication with the public. The consultant will work fully under the Department of Justice, Ministry of Law and Justice.

The detailed scope of work includes planning, conceptualization, preparing strategy, developing creative ideas, designing, and scripting of advertisement, publicity and other resource materials.

The Communication Consultant will:

- Identify the communication requirements of Department in context of publicity of conferences, trainings etc. organized under various schemes, publicity of reports and studies commissioned by the Department and publicity of other schemes, and services.
- Develop a road map for an effective communication with special focus on stakeholders and general public.
- Develop a one-year action plan for communication, which may be carried over and continued in the remaining years. The desired result is effective positioning of the Department followed by communication and publicity, engaging all media sources.
- Coordinate and liaise with the stakeholders/ authorities for collection, research and collation of information for production of publicity material/media plan.
- Design and script publicity and other resource materials and submit to the Department of Justice.
- Coordinate and liaise with DAVP/ Ministries/Departments for production, broadcasting and dissemination of material/information.
- Create and maintain pages/account/handle on social media including facebook, twitter, youtube etc.
- Write short summaries of activities and create presentations (text and images) for presentation of Department of Justice to various audiences.
- Sharing of quarterly/half yearly/annual achievements of the Department via email, websites etc.
- Prepare press notes / releases, as required and directed by DOJ.

3. Key Deliverables:

The main deliverables of the assignment will be:

S. No	Mode of deliverable	Details	Approximate number of designs / year
1	Print	Newspaper Advertisements	4 insertions
		Posters & Pamphlets/ Flyers	8 Posters & 8 pamphlets/ Flyers
		Brochures & Jackets	1 number
		Booklet on 4 Year achievements	1 number
2	Audio	Creatives for 15/30 second audio spots/jingles	4 spots
3	Video	Creatives for 15/30 second video spots/jingles	4 spots
		Scripts / creatives for 1-3 minutes short film and 5-10 minutes documentary	3 (1-3 minutes short films) & 1 (5-10 minutes documentary)
4	Digital Media	Posts and using film on DOJ's activities on portals of DOJ/ Face-book/ Twitter/ You tube & other social media.	30 posts per month
		Design and creation of Web banners of varying sizes	5 designs
		Composition of bulk emailers	Throughout the year (one email per week: 52 composes)
		Composition of bulk short messages service/ whatsapp messages	Throughout the year (one message per week: 52 composes)
5	Outdoor Campaign	Designs for hoardings / banners	5 templates
6	Production (Production rates will be in accordance with DAVP approved rate)	15-30 seconds Audio/ Video spots in Hindi/English and 12 vernacular languages	4 spots
		1-3minutes short film	3 short films
		5 to 10 minutes documentary	1 documentary

4. Submission of Deliverables:

4.1 The consultant is required to submit the final deliverables in required number of variants, in the appropriate formats (E.g. All video-based deliverables should be submitted in the HD format) and these deliverables will remain the property of Department / DoJ and will not be used for any other purpose other than those intended under RFP without obtaining permission of Department / DoJ will issue completion certificate to this effect.

4.2 Each deliverable of the consultant, including its rate reasonability, will be reviewed by an expert committee constituted by Department / DoJ for this purpose. The consultant would also be required to make a presentation of the draft deliverables before Department / DoJ and incorporate their suggestions in the final deliverables.

4.3 The consultant shall ensure timely completion of the milestones mentioned above. There will be a penalty @ 0.1% of the total value of work awarded for every week of delay in non-achieving the milestones of work order unless such delay is duly approved by Department/DoJ. The maximum penalty will be 5% of the total value of contract. In case of non-submission of final deliverables by the prescribed dates the consultant has to refund the entire amount released by DoJ together with a penal rate of interest @ 10%.

PART II: TOR related information

1. Conditions under which this RFP is issued

- i. This RFP is not an offer and is issued with no commitment. DoJ reserves the right to withdraw the RFP and change or vary any part thereof at any stage. DoJ also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. DoJ may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP
- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fess, expenses associated with any demonstration or presentations which may be required by DoJ or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and DoJ shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iv. DoJ reserves the right to withdraw this RFP, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by DoJ.

- vi. No oral conversations or agreements with any official, agent or employee of DoJ shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of DoJ shall be superseded by the definitive agreement that results from this RFP process. Oral communications by DoJ to bidders shall not be considered binding on DoJ, nor shall any written materials provided by any person other than DoJ.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against DoJ or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

2. Rights to the Contents of the Proposal

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of DoJ and will not be returned after opening of the qualification proposal. DoJ is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. DoJ shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3. Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4. Evaluation of Proposals

The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. Department will constitute a Committee to evaluate the proposal and monitor the progress/completion of assignment.

5. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

6. Eligibility Criteria

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

S.No.	Criteria	Supporting documents to be submitted
PQ1	Size and Financial Solvency: Bidder to be an organization with a gross annual turnover of INR 50 Crore or above (as an average of last 3 years' revenue in India)	CA certified statement showing revenues for 3 financial years FY 14-15, FY 15-16 and FY 16-17.
PQ2	Professional Experience: Bidder should have professional experience of at least 5 years in advertising, media consulting, media strategy development, brand	Details of the work and confirmation by the authorized signatory of bidder
PQ3	Geographic Presence: Bidder should have Multi-State presence	Details of the office locations in India and confirmation by the authorized

*Department / DoJ reserve the right to validate the credentials.

7. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal

- i. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements.
- ii. Registration Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue (audited annual account) from multi-media advertising during last three years.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- vii. Duly filled check list as given in Annexure II of the RFP.

8. Proposal Submission

Interested consultant should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1 i.e. Timeline and Schedule. The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”. Financial Proposal should indicate a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both the envelopes containing the Technical and Financial proposals shall be placed into an outer envelope and sealed along with EMD. This outer envelope shall bear the title of the assignment “**Appointment of PR & Multi-Media Creative Agency for the DOJ**”.

I. Technical Proposal Content

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms & Other Undertakings.

Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

II. Financial Proposal Content

Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms. All amounts quoted in the financial proposal forms must be in Indian Rupees.

9. Presentation

The consultant is required to make a presentation of their credentials and the proposed methodology / approach, before the Evaluation Committee and the duration of presentation will be of twenty minutes tentatively. The date, time & venue of the presentation will be intimated separately. The Committee will assess the presentation broadly on the following criteria; -

10. Evaluation of Proposal

Each Proposal, which pre-qualifies in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 65 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation and bidder’s financial bid shall not be opened.

S.No.	Criteria	Marks
1	Organizational Capacity	40
1a	Gross annual turnover of the firm (as an average of last 3 years' revenue in India)* Turnover Rs. 50 Cr - Rs.65 Cr : 1 mark Turnover Rs. 65 Cr - Rs.80 Cr : 2 marks Turnover Rs. 80 Cr – Rs. 90 Cr : 3 marks Turnover Rs. 90 Cr – Rs. 100 Cr : 4 marks Turnover > Rs. 100 Cr : 5 marks	05
1b	Multi-State presence Presence in 2 States :1 mark Presence in 3 States :2 marks Presence in 4 States :3 marks Presence in 5 States :4 marks Presence in 6 or more States: 5 marks	05
1c	Sample of promotional clips, videos made for events (no event recording shall be considered for evaluation), 5 relevant Clips / Videos :2 marks 8 or more relevant Clips / Videos :5 marks	05
1d	Sample of designed promotional marketing collateral, logo, brochures, newsletters, flyers, web pages, banners and hoardings etc. (Projects having complete 360 degree Media & creative work shall be considered for evaluation with adequate supporting documents) Sample for three Project :2 marks Sample for five Projects :5 marks Sample for more than six Projects :10 marks	10
1e	Experience of providing graphic design services for marketing and promotion material for Central / State Government Programmes For each programme : 1 mark(>4 programmes : 5 marks)	05
	Experience of developing TVCs, Radio Ads, Print Ads for Central / State Government Programmes (no event recording shall be considered for evaluation), For each programme:2 marks (>4 programmes : 10 marks)	10
2	Quality of Proposed Core Team	35
2a.	Team Lead	15
2b.	Design/ Media Expert	8
2c.	Copywriter/ Content Writer	8
2d.	Organization of the team, roles and responsibilities	4
3	Approach and Methodology	25
3a.	Quality of the proposed approach and methodology	15
3b.	Quality of proposed work plan, i.e. how the bidder will undertake each task and time-schedules	10

Core Team Composition

S. No.	Role	No(s).	Mode	Educational & Professional Qualifications
1.	Team Leader	1	Part Time* 3 days a week (on alternate days)	<ul style="list-style-type: none"> • Bachelors / Masters Degree in Creative, Mass-Com, Advertisement or similar fields • Minimum 10 years of professional experience with experience in leading media planning, creative and design for national and international events.
2.	Design/ Media Expert	1	Part Time* 3 days a week (on alternate days)	<ul style="list-style-type: none"> • Bachelors / Masters Degree in Mass Comm. / Design / Advertisement/ Creative or similar fields • Minimum 8 years of professional experience with experience in designing marketing collaterals for national and international projects
3.	Content Writer/ Copywriter	1	Full Time	<ul style="list-style-type: none"> • Bachelors / Masters, Mass-Com/English • Minimum 8 years of professional experience in content writing and content generation & copywriting (preferably from the Legal sector) for national and international projects

*to be available as per need basis with assured availability at all meetings of Dept. of Justice.

Marking methodology to include normalization of technical and commercial scores:

Technical Score: (X)

The bidder who secures maximum marks shall be given a technical score of 100.

The technical scores of other Bidders for the project shall be computed as follows

['Technical' Score of Bidder for the Project(X)]	= 100X	[Marks secured by the respective Bidder]
		Highest Marks Secured

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).

Only those Bidders who have secured Technical Score of 65 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 65 for Technical Score shall be rejected.

Financial Score: (Y)

The bidders shall submit their quote as per the format provided in **Section 3**. Any monetary figure in decimal shall be rounded off to the nearest INR. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

The financial scores will be arrived at based on the formula listed below, whereby the lowest evaluated Financial Proposal, among the qualified bidders, will be given the maximum financial score of 100 points. The financial scores of other proposals will be in inverse proportion to the lowest price:

[The 'financial score' of Bidder for the project(Y)]	= 100X	[Lowest offer quoted by the qualified bidder(Rs.)]
		[Offer quoted by the respective Bidder(Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project (Y).

Composite Score of the Bidders

Proposals will be ranked according to their composite technical and financial scores.

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score(X)	Financial Score(Y)	Weighted Technical Score (80% of X)	Weighted Financial Score (20% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

Note: Consultant shall submit the self-evaluation sheet as per above criteria along with Technical Proposal with proper page numbering for supporting documents.

The bidder achieving the highest composite score may be invited for negotiations.

11. Support/Inputs to be provided by DoJ / Ministry of Law & Justice

DoJ will provide the consultant the relevant content and facilitate in setting up meetings and obtaining permissions for the consultant to carry out the activities as per the work plan.

12. Payment Terms

The consultant shall be eligible to receive the payment on a retainership (monthly) basis. The consultant's total remuneration will include fixed cost of the team deployed full-time to the client and other fixed costs (E.g. Communication expenses etc.) along with the Out of Pocket Expenses. Payment shall be made to the consultant as per the terms and conditions specified in the contract.

13. General Terms and Conditions

- i. Any information, data provided for the study are confidential in nature. The consultant should not share the data without DoJ permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal.
- ii. At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- iii. The bidding institution (s) should provide professional, objective and impartial services and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- iv. Rates quoted shall remain firm till completion of works.
- v. The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- vi. The bidder should be registered under relevant Laws/Acts of the country.
- vii. In case of any dispute arising, the decision of the DoJ will be final.
- viii. Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
 - a. Made untrue or false representation in the form, statements required in the application document.
 - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- ix. **Right to accept or reject any or all proposals**
 - a. Notwithstanding anything contained in this document, the DoJ 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.
 - b. The Authority reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

x. **Fraud and corrupt practices**

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b. Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, 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 practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the

LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant, adviser of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Section 3

(Technical Proposal-Standard Forms)

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & Suggestions on TOR

Form TP 4: Approach & Methodology

Form TP 5: Curriculum Vitae

Form TP 6: Information regarding any conflicting activities and declaration thereof.

Technical Proposal-Other Undertakings

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. Undertaking stating that "Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award."
3. Undertaking stating that "I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part."
4. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

FORM TP-1

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Preparing and implementing the media and branding campaign for the DOJ] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant / Consortium Member]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in Section 1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

FORM TP-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

B Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

A) Organizational Experience

S. No.	Name of Entity with complete communication address.	Scope of work (Description of the Project)	Date of award of contract (Month/Year) & Contract Period (Months)	Description of actual services provided by your firm	Value of Contract (INR)	Actual Date of Completion (Month/Year)	Person/Project authority who could be contacted for further information
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B) Skill & Competencies & Team Size

S. No.	Name of the Team Leader/Member	Position Assigned in the Team	Area of Expertise	Qualification/Professional qualification	No of Years Experience	Details of Experience	Remarks
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C) Gross Annual Revenue (in INR)

Financial year	Gross Annual Revenue/Turnover in India (INR)	Revenue/Turnover from Multi-Media Creative Agency Business in India (INR)	Remarks
2013-14			
2014-15			
2016-17			

Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal

FORM TP-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON FACILITIES TO BE PROVIDED BY THE EMPLOYER

1. On the Terms of Reference

[suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal]

2. On Inputs and Facilities to be provided by the Employer

[Comment here on Inputs and facilities to be provided by the Employer as mentioned in Paragraph 11 of the Section 2 including: administrative support, office space, data etc.]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final deliverables, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing:** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

FORM TP-5

CURRICULUM VITAE(CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate from TP-5 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the Staff]:
3. Name of Staff: [Insert full name]:
4. Date of birth:
5. Nationality:
6. Education:
[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of work experience:

[List countries where staff has worked in the last ten years]:
10. Languages:
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:

From [Year]: To Year] Employer:

Positions held:

12. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/Job]:

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned:[Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project: Year:

Location:

Employer:

Main project features: Positions held: Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] [Full name of authorized representative]

Date:

Place:

FORM TP-6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

Section 3

(Financial Proposal-Standard Forms)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for DOJ Project

FORM FP-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1]. This amount is inclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 9 of Section 1

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

Yours Sincerely,

Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

FORM FP-2

Financial Proposal:

Total Proposed Cost (INR): _____

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address:

Annexure- II

Check list of Documents

The bids shall be accompanied with the followings:

- 1). DD/ Pay order towards EMD(Rs 2,50,000/-), Document fee(Rs 10,000/-)
- 2). Firm registration certificate
- 3). Copy of Work Orders/Self-certification
- 4). Copy of completion certificates along with value/Self-certification
- 5). Resume of Team Leader & Team members with supporting documents and undertaking to maintained the team
- 6). Undertaking that the firm/Institution is not blacklisted by any GovernmentInstitute/CPSE/SLPE/LocalAuthority
- 7). Authority Letter , if any
- 8). Duly Audited copy of Annual Accounts of Last three years
- 9). Undertaking regarding Non-disclosure
- 10). Undertaking regarding non-failure to perform
- 11). Duly filled format (as given in Technical bid with Self Evaluation sheet & Financial bid)

Annexure- III

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.