

GOVERNMENT OF KERALA

Information & Public Relations Department (IPRD)
Thiruvananthapuram

Request for Qualification Cum Request for Proposal

towards

APPOINTMENT OF A CREATIVE AGENCY FOR

IPRD, GOVERNMENT OF KERALA

September 2020

Section 1: DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the Information & Public Relations Department (IPRD) on behalf of the Government of Kerala (hereinafter referred to as —"IPRD" or "Client") to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in formulation of their proposal pursuant to this RFP.
2. IPRD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for IPRD to consider the particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by IPRD in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and should obtain independent advice from appropriate sources.
3. IPRD will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation to the law of contract, tort), the principles of equity, restitution of unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IPRD or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. IPRD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFP.
4. IPRD will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that IPRD is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and IPRD reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. IPRD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted an RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IPRD accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.
6. IPRD reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of IPRD.

Section 2: Instructions to Applicants

Introduction

- 2.1.1.** Information & Public Relations Department (IPRD) on behalf of the Government of Kerala (hereinafter referred to as — "IPRD" or "Client") proposes to select a Creative Agency (hereinafter called — "Creative Agency" or "Agency" or "Bidder") in accordance with the method of selection specified in this document. By IPRD we mean IPRD, its subordinate offices, various Government of Kerala departments which use the services of IPRD, and any Government of Kerala agency / PSU which implements programmes and various initiatives taken by the government from time to time. The selection of Creative Agency shall be on the basis of an evaluation by IPRD through the selection process specified in this RFQ - cum - RFP (the —Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that IPRD's decisions are final without any right of appeal whatsoever.
- 2.1.2.** The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as —the "Proposal"), as specified in the Data Sheet, for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFQ - cum - RFP, in relevant sections herewith.
- 2.1.3.** The Proposal will form the basis for grant of work order to the selected Creative Agency. The Creative Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ - cum - RFP (the —"TOR").
- 2.1.4.** Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection Process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IPRD or any other costs incurred in connection with or relating to its Proposal. The IPRD is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
- 2.1.5.** IPRD requires that the Applicant holds IPRD's interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IPRD and the Project.
- 2.1.6.** It is the IPRD 's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the IPRD:
- 2.1.6.1.** will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question;
 - 2.1.6.2.** will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any

time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

2.1.7. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ - cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the day on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled as per the directions of Secretary, IPRD, who will act as the sole arbitrator and whose decision shall be final. Proceedings shall, unless otherwise agreed by the Parties, be held in Thiruvananthapuram, Kerala. The work order shall be governed by the laws and procedures established by the Government of Kerala, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings.

2.1.8. Termination of Assignment: IPRD will have the right to terminate the assignment by giving thirty (30) days written notice. In the event of termination for no fault of Applicant, the IPRD will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the IPRD, the IPRD will forfeit the Performance Security of the Applicant.

2.1.9. The Applicant shall submit his proposal in two covers namely Technical Proposal and Financial Proposal respectively on E tender portal of Government of Kerala (<https://etenders.kerala.gov.in/>). Original EMD is to be deposited to the Director, IPRD, Ground Floor, South Block, Government Secretariat, Thiruvananthapuram-695001 and a copy of the same shall be uploaded on the E-tender portal. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently, the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on the technical evaluation, a list of technically qualified Applicants shall be prepared in accordance with clause No.2.6.5. The Financial Proposals of only the technically qualified Applicants will be opened.

2.1.10. Number of Proposals: No Applicant shall submit more than one Application.

2.1.11. Right to reject any or all Proposals:

2.1.11.1. Notwithstanding anything contained in this RFQ - cum - RFP, the IPRD 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.

2.1.11.2. Without prejudice to the generality of above, the IPRD reserves the right to reject any Proposal if:

2.1.11.2.1. At any time, a material misrepresentation is made or discovered, or

2.1.11.2.2. The Applicant does not provide, within the time specified by the IPRD, the supplemental information sought by IPRD for evaluation of the Proposal.

2.1.11.3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then IPRD reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of IPRD, including annulment of the Selection Process.

2.1.12. Acknowledgement by Applicant:

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

2.1.12.1.1. made a complete and careful examination of the RFQ - cum - RFP;

2.1.12.1.2. received all relevant information requested from the IPRD;

2.1.12.1.3. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ - cum - RFP or furnished by or on behalf of the IPRD;

2.1.12.1.4. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

2.1.12.1.5. acknowledged that it does not have a Conflict of Interest; and

2.1.12.1.6. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.1.12.2. IPRD shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ - cum- RFP or the Selection Process, including any error or mistake therein or in any information or data given by the IPRD and/ or its consultant.

2.2. Clarification and amendment of RFQ - cum - RFP documents

Applicants may seek clarification on this RFQ - cum - RFP document, within seven (7) days of uploading the RFQ-cum-RFP document on E-tender portal.

Any request for clarification must be sent by standard electronic means (PDF or word file) on IPRD 's e-mail prddirector@gmail.com. IPRD will endeavor to respond to the queries prior to the Proposal Due Date. IPRD will post the reply to all such queries on its official website and E-Tender portal.

2.2.1. At any time before the last date of submission of Proposals, the IPRD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ - cum - RFP documents by an amendment. All amendments/ corrigenda will be posted on the Website of IPRD and E-Tender Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, IPRD may at its discretion extend the Proposal Due Date.

2.2.2. Date of Pre-Bid Meeting and Venue is mentioned in —"Tentative Schedule of Selection Process" at Clause 2.12 as well as in —"Data Sheet" at Clause 2.13. Applicants willing to attend the pre-bid should inform IPRD beforehand in writing and/or through email. The maximum no. of participants from an Applicant, who chose to attend the Pre-Bid Meeting, **shall not be more than two per Applicant**. The representatives attending the Pre-Bid Meeting shall accompany with them **an authority letter duly signed by the authorized signatory of his/her organization**.

2.3. Earnest Money Deposit (EMD)

2.3.1. An Earnest Money Deposit for the sum of Rs.2,00,000 (Two Lakh Only) shall be required to be submitted by each Applicant. The EMD shall be paid as online remittance at Kerala Government's e tender portal. The EMD should be valid for a period of 120 (One Hundred and Twenty) days.

2.3.2. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

2.3.3. IPRD will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by the IPRD. The Selected Applicant's Earnest Money shall be returned, without any interest, upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provisions of the RFQ - cum - RFP and Work Order.

2.3.4. IPRD will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to IPRD in regard to the RFQ - cum - RFP without prejudice to IPRD 's any other right or remedy under the following conditions:

2.3.4.1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);

2.3.4.2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ - cum - RFP and as extended by the Applicant from time to time,

In the case of the Selected Applicant, if the Selected Applicant fails to accept the Work Order or provide the Performance Security within the specified time limit, or

- 2.3.4.3.** If the Applicant commits any breach of terms of this RFQ - cum - RFP or is found to have made a false representation to IPRD.
- 2.3.4.4.** Performance Security equivalent to the amount indicated in this RFQ - cum - RFP shall be furnished before the start of work on assignment in form of a Bank Guarantee substantially in the form specified at Annexure A in the RFQ - cum - RFP / work order.
- 2.3.4.5.** For the successful bidder the Performance Security shall be retained by IPRD until the completion of the assignment by the Applicant and be released Sixty (60) days after the completion of the assignment.

2.3.5. Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

2.3.6. An Applicant should have, during the last Three (3) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.4. Preparation of proposal

2.4.1. Applicants are requested to submit their Proposal strictly in the formats provided in this RFQ - cum - RFP. IPRD will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.4.2. In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.

2.4.3. The technical proposal should provide the documents as prescribed in clause 2.6.3 and 2.6.4 along with photocopy of PAN Card and latest Income Tax return. No information related to the financial proposal should be provided in the technical proposal.

2.4.4. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, IPRD will be entitled to reject the Proposal. However, if any information related to a financial proposal is included in the technical proposal the applicant may be disqualified and his proposal may not be considered.

2.4.5. The Proposals must be digitally signed by the Authorized Representative (the—"Authorized Representative") as detailed below:

- 2.4.5.1.** by the proprietor in case of a proprietary firm;
- 2.4.5.2.** by a partner, in case of a partnership firm and/or a limited liability partnership; or
- 2.4.5.3.** by a duly authorized person under resolution of the Board, in case of a Limited Company or a corporation; or

2.4.6. Applicants should note the Proposal Due Date, as specified in Data Sheet at Clause 2.13, for submission of Proposals. Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the IPRD, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the IPRD reserves the right to seek clarifications in case the Proposal is non-responsive on any aspects.

2.4.7. Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

2.4.7.1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption 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.

2.4.7.2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST (Goods and Services Tax), shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.

2.4.9. Applicants shall express the price of their services in Indian Rupees only.

2.5. Submission, receipt and opening of proposals

2.5.1. The Proposal shall be submitted through E-Tender portal only (etenders.kerala.gov.in). No proposal in hard copy will be accepted. The proposal received in any other manner shall be summarily rejected. The procedure for filing an e-tender is provided on the portal. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have a file name in accordance with the following format [form_name.applicant_name]. Applicant name should contain only the first two words

of its name. The applicants are advised to upload their documents from a computer system having the appropriate version of java as prescribed on the E-Tender portal.

- 2.5.2.** The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures.

Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board/competent authority accompanying the Proposal (Pre - Qualification Proposal) in the format given in Form 3C.

- 2.5.3.** The Applicant shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively.

- 2.5.4.** No proposal shall be accepted after the closing time for submission of Proposals.

- 2.5.5.** After the deadline for submission of proposals, the EMD and Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The Technical Proposals of applicants who pass the Minimum Qualification Criteria will be evaluated further in accordance with the provisions of the RFP.

- 2.5.6.** After the Proposal submission until the grant of the work order, if any Applicant wishes to contact IPRD on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the IPRD during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

2.6. Proposal Evaluation

- 2.6.1.** As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria ("Shortlisted Applicant"), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.

- 2.6.2.** Prior to evaluation of Proposals, the IPRD will determine whether each Proposal is responsive to the requirements of the RFQ - cum - RFP at each evaluation stage as indicated below. The IPRD may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage iff:

RFQ Stage

- 2.6.2.1.** The Pre-Qualification Proposal is received in the form specified in this RFQ cum- RFP;
- 2.6.2.2.** it is received by the Proposed Due Date including any extension thereof in terms hereof;
- 2.6.2.3.** it does not contain any condition or qualification; and
- 2.6.2.4.** it is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

- 2.6.2.5. the Technical Proposal is received in the form specified in this RFQ-cum-RFP;
- 2.6.2.6. it is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP;
- 2.6.2.7. it is received by the Proposed Due Date including any extension thereof in terms hereof;
- 2.6.2.8. it does not contain any condition or qualification; and
- 2.6.2.9. it is not non-responsive in terms hereof.

Financial Proposal

- 2.6.2.10. The Financial Proposal is received in the form specified in this RFQ cum RFP;
- 2.6.2.11. it is received by the Proposed Due Date including any extension thereof in terms hereof;
- 2.6.2.12. it does not contain any condition or qualification; and
- 2.6.2.13. it is not non-responsive in terms hereof.

The IPRD reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by IPRD in respect of such Proposals. However, IPRD reserves the right to seek clarifications or additional information from the applicant during the evaluation process. IPRD will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.6.3. As part of the evaluation, the Pre-Qualification Proposals submitted [in Form 3A] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [in Form 3E] of such an Applicant will not be evaluated further and their Financial Proposals will not be opened.

2.6.4. Minimum Qualification Criteria:-

S.No	Criteria	Specific Requirement	Documentary proof to be submitted
1	Legal Entity	Entity shall mean a company registered in India under the Companies Act 1956, or a partnership/proprietary firm registered under the relevant and prevailing laws relating to partnership/proprietorship in India, and operating for at least last 5 years in business as on March 31,2020	Certificates of incorporation, Registration Certificates, GST Registration, Copy of PAN and TAN for the firm & for all consortium members
2	Turnover	The turnover of the bidder for each financial year 2017-18, 2018-19 and 2019-20 should at least be Rs 2 Crores and if consortium the Lead Member should have at least Rs 2 crores turnover and the other member(s) should have a minimum of Rs 1 crore turnover each for each financial year 2017-18, 2018-19 and 2019-20 specifically in the domain specified under in this RFQ cum RFP document.	Audited Balance Sheets & P&L Statement certified by the CA for the firm & for all consortium members
3	Net Worth	The Bidder or if consortium all members should have positive net-worth in each of the last three Financial Years (2017-18, 2018-19 and 2019-20)	Audited Balance Sheets & P&L Statement certified by the CA for the firm

4	Technical Criteria	The Bidder (or any consortium member, in case of a consortium) must have in- house development facilities for production and editing of contents in all forms including video in high definitions, research based technical content etc.	Self-certification on the letterhead
5	Technical Experience	The Bidder (or any consortium member, in case of a consortium) must have managed popular social networking platform/s such as Facebook, Twitter, WhatsApp , YouTube, Instagram etc. for a govt/ non govt entity with at least 1.- 1.2lacs followers/persons liking/reviewing the content on a topic or page in last two years	Self-certified copy of images having followers/viewership of the social media with necessary link & self-declaration in the letter head also
6	Experience in Web Development	The Bidder (or any consortium member, in case of a consortium) must have developed and managed web sites / blogs as part of a larger creative engagement for government agency such as Centre/State Govt, PSUs, etc or leading organisations in the Private Sector for at least 12 months duration of worth minimum Rs. 50 lakhs in the last three financial years (as on year ending on 31st March 2018, 2019 & 2020)	Copy of the Completion Certificate from the Client along with the Work Order in case of Completed Work. Copy of Work Order & Client's Certificate in case of On-going projects.

7	Experience in Social Media Management	The Bidder (or any consortium member, in case of a consortium) must have an experience of at least 2 years each in Social Media network and PR management and must have completed at least two projects worth Rs.50 lakh each for government agency such as Centre/State Govt, PSUs, etc	Copy of the Completion Certificate from the Client along with the Work Order in case of Completed Work. Copy of Work Order & Client's Certificate in case of On-going projects.
8	Blacklisting	The Bidder (or all consortium members, in case of a consortium) should not have been blacklisted by any of the State or Central Government Department/organizations due to any criminal & Cyber offence/fraudulent practice by any investigating authority or Court of law in the country	Self-certified letter/Undertaking from the agency on the firm/company's Letter Head for the firm & for all consortium members

In case an entity possesses the aforementioned experience and capabilities required, it may participate in the selection process either individually or as a member of a Consortium. However, no entity applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. The maximum number of permissible entities in a Consortium is 2 (two).

2.6.5. Technical Evaluation: The Evaluation Committee appointed by IPRD will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, IPRD may seek specific clarifications from any or all Agency (ies) at this stage. The IPRD shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency (ies). Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/marks to be given under each of the evaluation criteria are:

S.No	Evaluation Criteria	Max Score
Stage I		
1	Existence of the bidder as per company incorporation certificate whose one of its main objective as per its MoA and AoA is the activities in the field of Digital Media Promotion / Campaign or Social Media Management/Campaign and development of its content From 5 years to 8 years = 2 marks. Beyond 8 years and up to 10 years = 3 marks. Beyond 10 years = 4 marks.	4
2	Cumulative average turnover for the last three financial years (2017-18, 2018-19 & 2019-20). From Rs 5 Cr to Rs. 8 Cr = 2 marks. Beyond Rs. 8 Cr and up to Rs. 10 Cr = 3 marks. Beyond Rs. 10 Cr = 5 marks	5
3	Projects with minimum value of Rs.50 Lakhs for each Project in Digital Media Promotion / Campaign or Social Media Management/Campaign including (but not limited to) content (audio/ visuals and graphics) development Projects undertaken for Government / PSUs in the last 3 years (2017-18, 2018-19 & 2019-20). Up to 2 projects = 5 marks Beyond 2 project and up to 5 projects = 8 marks Beyond 5 projects to 8 projects = 12 marks Beyond 8 projects = 15 marks (Form 3G & Work order / work completion certificate should be uploaded)	15
4	Projects with minimum value of Rs.50 Lakhs for each Project in Digital Media Promotion / Campaign or Social Media Management/Campaign including (but not limited to) content (audio/ visuals and graphics) development Projects undertaken for the Private Sector in any field in the last 3 years (2017-18, 2018-19 & 2019-20). Up to 2 projects = 3 marks	8

	Beyond 2 project and up to 5 projects = 5 marks Beyond 5 projects = 8 marks (Form 3G & Work order / work completion certificate should be uploaded)		
5	Projects with minimum value of Rs.25 Lakhs for each Project in Digital Media Promotion / Campaign or Social Media Management/Campaign including (but not limited to) content (audio/ visuals and graphics) development Projects undertaken in Kerala in any field in the last 3 years (2017-18, 2018-19 & 2019-20). Up to 2 projects = 3 marks Beyond 2 project and up to 5 projects = 5 marks Beyond 5 projects = 8 marks (3F & Work order / work completion certificate should be uploaded)	8	
6	The bidder shall have experience running Digital Media Promotion / Campaign or Social Media Management/Campaign in English and Malayalam language 1 English Only = 5 marks 2 Malayalam Only = 6 Marks 3. Both English and Malayalam = 10 marks Form 3F & The bidder must give link or scan copy of blog post/ audio visual/ written content (Articles/ Literature/ Magazine/ Print Media) /Electronic media content of each language commissioned by Government organization in the last three years. Documentary proof must be uploaded along with.	10	

7	CVs of the offered Manpower Project Advisor = 15 (9 marks for profile and 6 marks for work experience) Project Manager= 5 (2 marks for profile and 3 marks for work experience) Social Media Expert = 3 (1 marks for profile and 2 marks for work experience) Graphics Designer = 3 (1 mark for profile and 2 marks for work experience) Content Writer English = 2 (1 mark for profile and 1 marks for work experience) Content Writer Malayalam = 2 (1 mark for profile and 1 marks for work experience) The replacement of Manpower is permitted only with the approval of IPRD and also having the profile same or more than that of the offered manpower at the time of submission of bid.	30
	Total	80
Stage II		
1	Presentation	20
	Grand Total	100

Only the bidders scoring a minimum 56 marks in technical evaluation stage I will only be invited for stage II - Presentation

Presentation Evaluation Criteria:

S.No	Presentation	Maximum Marks
1	Work scope key requirements captured in presentation	3
2	Break-down of tasks/activities	2

3	Topics/Areas covered in Annexure B	15
---	------------------------------------	----

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ - cum - RFP Document and the Terms of Reference.

2.6.6.The proposal of the Agencies who have cleared the minimum technical qualification score of 70% shall be ranked on the basis of technical score (St) and only their Financial Proposals will be opened.

2.6.7.Financial Evaluation: In this process, the financial proposal of the Agency declared qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

2.6.8.Selection Procedure:- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The applicant shall bear all taxes, duties, fees, levies and other charges other than GST imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will finally be ranked in accordance with their combined Technical (St) and Financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

2.6.9.The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the Successful Applicant)

2.7. Grant of Work Order

2.7.1.After selection, a Work Order will be issued, in duplicate, by IPRD to the Successful Applicant and the Successful Applicant shall, within (seven) days of the receipt of the work order sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the IPRD may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the IPRD on account of failure of the Successful Applicant to acknowledge the work order, and the next highest-ranking Applicant may be considered.

2.7.2. Performance Security: Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal including GST shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a fixed deposit (of which 50% in Nationalised bank and 50% in Treasury Savings Bank). For the successful bidder the Performance Security will be retained by IPRD until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

2.8. Confidentiality

2.8.1. Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

2.9. Fraud and corrupt practices

2.9.1. 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 RFQ - cum - RFP, IPRD will 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 IPRD will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the IPRD for, inter alia, time, cost and effort of the IPRD, in regard to the RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.

2.9.2. Without prejudice to the rights of the IPRD under this Clause, hereinabove and the rights and remedies which the IPRD may have under the WORK ORDER or the Agreement, if an Applicant or Creative Agency, as the case may be, is found by the IPRD 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 WORK ORDER or the execution of the Agreement, such Applicant or Creative Agency shall not be eligible to participate in any tender or RFQ - cum - RFP issued by the IPRD during a period of 2 (two) years from the date such Applicant or Creative Agency, as the case may be, is found by the IPRD 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.

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

2.9.3.1. 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 IPRD who is or has been associated in any manner,

directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IPRD, 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 WORK ORDER 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 WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the IPRD in relation to any matter concerning the Project:-

- 2.9.3.1.1.** fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 2.9.3.1.2.** 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;
- 2.9.3.1.3.** undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the IPRD 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
- 2.9.3.1.4.** 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.

2.10. Pre-Bid Meeting

2.10.1. Pre-Bid Meeting of the Applicants will be convened off-line/online at the designated date, time and place or through Video Conferencing. A maximum of two representatives of each Applicant will be allowed to participate in production of **an authorization letter from the Applicant.**

2.10.2. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the IPRD. The IPRD will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.11. Miscellaneous

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

2.11.2. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.3. The IPRD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

2.11.3.1. 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;

2.11.3.2. consult with any Applicant(s) in order to receive clarification or further information;

2.11.3.3. retain any information and/or evidence submitted to the IPRD by, on behalf of and/or in relation to any Applicant; and/or

2.11.4. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the IPRD, 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.

2.11.5. All documents and other information provided by IPRD or submitted by an Applicant to IPRD shall remain or become the property of IPRD. Applicants and the Creative Agency, as the case may be, are to treat all information as strictly confidential. IPRD will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to IPRD in relation to the assignment shall be the property of IPRD.

2.11.6. The IPRD reserves the right to make inquiries with any of the Applicants about their previous experience record.

2.12. Tentative schedule for selection process

The IPRD will endeavour to follow the schedule given below:

Date of issue of RFQ – cum – RFP	05-10-2020
Last date for receiving queries/requests for clarifications	12-10-2020
Pre-Bid Meeting through Video Conferencing at 11 a.m.	19-10-2020
IPRD's response to queries/requests for clarifications, if any	22-10-2020
Proposal Due Date	05-11-2020

Opening of Technical Proposals	06-11-2020
Display of list of applicants qualified for technical evaluation stage II on the website of IPRD /E-Tender portal	07-11-2020
Display of list of technically qualified applicants on the website of IPRD /E-Tender portal	09-11-2020
Presentation by applicants in IPRD, Government Secretariat Thiruvananthapuram	15-11-2020
Opening of Financial Proposals of technically qualified applicants in IPRD	16-11-2020

2.13. Data Sheet

Reference	Description
2.1.1	The name of Client: IPRD, Government of Kerala
2.3.4 (v)	The proposal of the applicant shall be valid for 75 (seventy five) days from the Proposal Due Date.
2.2	Clarification must be requested on or before ----- Applicants shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is:- -----
2.2.2	Pre-Bid Meeting will be held on ----- at ----- AM through Video Conference. The VC Link will be provided in the Pre-Bid Notice which will be published on the website of IPRD

	in due time.
2.5	The last date of submission of Proposal is ----- before 17:00 Hours (IST). The proposal will be submitted on the E-Tender Portal. The address for submission of EMD is:- Director, IPRD, Ground Floor, South Block, Government Secretariat, Thiruvananthapuram-695001
2.5.3	Applicants must submit: • EMD • Pre-Qualification Proposal • Technical proposal • Financial proposal Bids should be submitted through e tender portal only. No physical bid will be accepted.
2.4.9	The applicant to state cost in Indian Rupees only.

3. Section 3: Pre-Qualification and Technical Proposal - Standard Forms

Form 3A	Pre - Qualification Proposal Submission Form
Form 3B	Self-certification of fulfilling Minimum Qualification
Form 3C	Format for Power of Attorney for Authorized representative
Form 3D	Format of Bank Guarantee for Earnest Money Deposit
Form 3E	Technical Proposal Submission Form
Form 3F	Samples of Creative/Publicity material of earlier works & samples of books/ reports/ print publications designed/typeset

Form 3G	Samples of work done for Government Departments/Public Sector Agencies
Form 3H	Team Composition
Form 3I	In case the bidder is consortium, then a Consortium Agreement shall be submitted along with the bid.

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To
 Director,
 IPRD,
 Ground Floor, South Block,
 Government Secretariat,
 Thiruvananthapuram-695001

RFQ - cum - RFP dated [date] for selection of Creative Agency for [name assignment]

Dear Sir,

With reference to your RFQ - cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified

We are submitting our Proposal as [name of the Applicant].

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

1. We acknowledge that IPRD will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Creative Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Creative Agency for the aforesaid Project.
3. We shall make available to IPRD any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of IPRD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three (3) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFQ - cum - RFP, including any Corrigendum/Addendum issued by the Authority; We do not have any conflict of interest in accordance with the terms of the RFQ - cum - RFP.
 - b. 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 RFQ - cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with IPRD or any other public sector enterprise or any government, Central or State; and
 - c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Creative Agency, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium applying for selection as a Creative Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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 affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ - cum - RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPRD in connection with the selection of Creative Agency or in connection with the selection process itself in respect of the above mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RFQ - cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or is rejected.
14. We agree to keep this offer valid for seventy-five (75) days from the Proposal Due Date specified in the RFQ - cum - RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ - cum - RFP Document.
18. We agree to sign an agreement with I & PRDepartment in the format prescribed by the Government if we are selected.
19. We agree to submit the signed Non-Disclosure Agreement in the format prescribed by the Government.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3B: Self-certification of Minimum Eligibility

[Location, Date]

Dear Sir,

This has reference to the IPRD's RFQ - cum - RFP documents No..... dated for Appointment of a Social Media Management Agency.

In this context, I/we, as an authorized representative(s) of company, I/We certify the following

1. We, the undersigned, having carefully examined the referred SCOPE OF WORK in Section 5: Terms of Reference, offer to provide the required services, in full conformity with the said Scope of Work.
2. We have read all the provisions of SCOPE OF WORK Document and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
4. We declare that we do not have any interest in downstream business, which may ensue from the SCOPE OF WORK Document prepared through this assignment.

Thanking you,

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

(The above details must be concomitant with the samples of previous works submitted along with the technical proposals. If at any time it is found out that the Creative Agency did not have the capabilities as enumerated above, IPRD may put the Creative Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.

Form 3C: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr. / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation]

as our true and lawful attorney (hereinafter referred to as the —"Authorized Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Creative Agency for [name of assignment], to be developed by IPRD (the —"Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [Year in __yyyy' format].

For [name and registered address of organization] [Signature]
[Name]
[Designation]
Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

Accepted

Signature
[Name]
[Designation]
[Address]

Notes:

1. 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) and when it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other 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 Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3D: Technical Proposal Submission Form

[Location, Date]

Director,
IPRD,
Ground Floor, South Block,
Government Secretariat,
Thiruvananthapuram-695001

RFQ - cum - RFP dated [date] for selection for [name of assignment]

Sir

With reference to your RFQ - cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ - cum - RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ - cum - RFP.

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

Further:

1. We acknowledge that IPRD will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Creative Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Creative Agency for the aforesaid Project.
3. We shall make available to IPRD any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of IPRD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFQ - cum - RFP, including any Corrigendum/Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFQ - cum - RFP;
 - 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 RFQ - cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with IPRD 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 no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Creative Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community
9. 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 affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ - cum - RFP.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPRD in connection with the selection of Creative Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFQ - cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFQ - cum - RFP Document.

We remain, Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3E: Samples of Creative/Publicity material of earlier works & samples of books/ reports/ print publications designed/typeset

Form 3F: Samples of work done for other Government/ Public Sector Agencies

Here provide the creative plan with the following details:

- Case studies of campaigns developed
- Concept for outreach
- Social media strategies
- Campaign slogans, innovation

Form 3G: Team Composition

Servicing and Creative Team identified to Work with IPRD:

- i. Name of Team Member
- ii. Designation
- iii. Work being handled
- iv. Qualifications
- v. Number of years of experience
 - a. Total experience
 - b. Experience in the Agency

Form 3H: In case the bidder is consortium, then a Consortium Agreement shall be submitted along with the bid.

Consortium Agreement shall be executed between/ among the Consortium Members, on the principles stated below:

1. The Consortium Agreement should clearly specify the roles and responsibilities (the division of scope of work) of each of the Consortium Members. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Members.
2. The Consortium Agreement should clearly designate one of the Members as the Lead Member.
3. All members of the Consortium shall be jointly and severally liable for the delivering the Project
4. The Lead member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into

contractual commitments on behalf of the Bidder, etc. in respect of the Project

5. The Consortium Agreement should be duly signed by each Member of the consortium.
6. The Consortium Agreement should be executed on an appropriate stamp paper.
7. The Consortium Agreement should be specific to the Project
8. The Consortium Agreement should be valid for a minimum of 18 (eighteen) months from the last date for submission of the Bid. The validity period of the Consortium Agreement should be extendable on the original terms, if required by IPRD.

4. Section 4: Financial Proposal - Standard Forms

Form 4A Financial Proposal

Form 4B Submission Form Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location, Date]

To

Director,

IPRD,

Ground Floor, South Block,

Government Secretariat, Thiruvananthapuram-695001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification - cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal includes all strategic advices for pro active and reactive PR executions and shall be binding upon us subject to the modifications resulting

from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely — "Prevention of Corruption Act 1988".

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 4B: Financial Proposal: Summary of costs

S No	Item Description	Number of items per month	Basic rate per item in figures to be entered by the Bidder in Rs (excluding GST/taxes)	Total Amount per Item in a year	GST	Total Amount with GST Rs	Total Amount in words
1	2	3	4	5	7	9	10
1.01	Content for Social media						
	Instagram (2 posts per day)						
	Snapchat (2 posts per day)						
	Twitter (3 tweets per day)						
	Facebook (2 posts per day)						
	WhatsApp (2 posts per day)						
	Telegram (2 posts per day)						

	Linkedin(2 posts per day)								
1.02	Audio Visual Content								
	Youtube / Instagram / facebook (2 min videos 3 per week)								
	Youtube / Instagram / facebook (20 min videos 2 per Month)								
1.03	Print Content								
	English Ads (5 per week)								
	Malayalam Ads (10 per week)								
1.04	Web Content								
	Blogs (5 per week)								
	Write Ups for Malayalam web pages (2 per week)								
	Write Ups fo English web pages (2 per week)								
1.05	Outdoor campaigns (3 per month)								
1.06	Book/Report/Cover/Master brochure Designing (1 per								

	month)							
1.07	Supply Design for web portals / apps (including design of modifications/alterations of existing websites of IPRD and other Departments/Age ncies in Government) - 3 such assignments							
1.08	Social media experts deployed on site							
	Total in figures							

The rates shall be quoted in Indian Rupee only.
The amount quoted above shall be exclusive of GST.

Note:-

1. The rate of each item shall be quoted by the Agency bearing in mind that conditions stipulated in the Terms of Reference shall be satisfied and its cost is covered in the rate of deliverables quoted above.
2. If the production for any Social Media activity is required by the Client same shall be undertaken by the Agency for the satisfaction of the Client and cost of production of such activity will be determined by a Committee constituted by the Client. The decision of the Committee shall be final.
3. If the number of deliverables are more than that of the requisition prescribed in the RFP , additional cost (if any required) for extra work will be as per the unit rate quoted in the financial proposal.
4. The payment, to the selected agency, will be made on a monthly basis in 12 equal installments with the monthly creative fee not exceeding 1/12th of the total cost of the financial proposal inclusive of GST, provided the agency has fulfilled the requirements as decided by the IPRD.
5. The agency must submit, along with its monthly bill, Certificates of Satisfactory Completion of works by the Verticals/Divisions concerned and monthly Work Reports.
6. The fixed annual fee will cover all the administrative and creative costs/expenses of the agency for undertaking the assignment. No extra payment for any amount of work indicated in the scope of work will be made. The scope of work also includes any other work of Creative nature which may crop up/arise in future with the advancements in technology or any other reason catering to the needs of IPRD.
7. The annual quantity of work mentioned in the table above is merely indicative and can vary depending upon the needs of the authorities concerned. The Creative Agency will be hired for a period of one year and the contract of the agency will be further extendable for another two (2) years subject to satisfactory rendition of services and approval of the competent authority in IPRD.
8. 5% escalation will be allowed on the Total Cost of Financial Quotation for the previous year.
9. GST would be payable at the applicable rates as may be in force from time to time

5. Section 5: Terms of Reference

The scope of work of the Agency, during the period of the assignment will include:

IPRD requires support for communications management and social media outreach in its role as the nodal agency of the Government of Kerala to disseminate information to the public through print, electronic media and social media on government policies, programmes, schemes, initiatives and achievements in both English and Malayalam languages. IPRD functions as an interface between the Government of Kerala and the public and also serves to provide feedback to the government on people's reaction as reflected in the media.

The Creative Agency will work under the guidance of IPRD's 3 member communications committee to develop and execute an overall strategic marketing and communications plan. By IPRD we mean IPRD, its subordinate offices, various Government of Kerala departments which use the services of IPRD, and any Government of Kerala agency / PSU which implements programmes and various initiatives taken by the government from time to time.

The **scope of work** for the creative development of an integrated marketing and communications plan is as follows:

A. Organisational Support:

Design and execute creative outreach plans and strategies in guidance of the Communication committee of IPRD via day-to-day communication activities

B. Branding IPRD and all associated offices/programmes/schemes:

- a. Develop a communication strategy for IPRD in consultation with it to highlight development initiatives both done directly and through related agencies which includes and not limited to the following.
 - (1) How to develop and maintain the media relations in the era of the Social Media.
 - (2) PR strategy for appropriate messaging
 - (3) Selection of appropriate media for the information to be disseminated
 - (4) How to manage rumors and bad publicity
 - (5) PR for Crisis & Disaster Management
 - (6) Leveraging Social Media Platforms
 - (7) Blogging & Blogger Relations
 - (8) Online Reputation Management
 - (9) Media Monitoring & Analysis
 - (10) Case studies
- a. Same shall be submitted within 30 days of signing the Agreement. IPRD shall finalize and approve the same within 15 days of its submission
- b. Design an execution plan under the strategy developed and concurred to by IPRD

- c. Support execution of a communication strategy for IPRD, based on long-term and short-term objectives,
- d. Develop branding tools such as a distinct logo consistent with IPRD's vision; develop branding tools based on the nature of specific programs / schemes and develop a set of cohesive brand guidelines for IPRD which can be followed for internal as well as external communications.
- e. Develop visual consistencies, such as colour schemes, fonts and other templates to ensure uniformity through online and offline outreach material for all schemes, programmes, policies etc., as required.
- f. Develop outreach material including brochures, videos etc
- g. Proactively aid in identifying outreach/communication opportunities for IPRD.
- h. Deliver with due quality assurance: -
 - i. Website/ Microsite/ New page Design (with device compatibility),
 - ii. Creating audio-visual material for social/ broadcast media.
 - iii. Provide high quality photographs (original or royalty free) which can be used for visual communications
- i. Provide support for organizing/managing any events/ activities steered by IPRD (including conferences/ seminars/similar programmes)

ii. Content Development & Management:

Provide scripts and support editing, Provide graphics and visual (Audio, video, photographs) content for:

- a. Social Media Outreach,
- b. Traditional and Digital marketing, and
- c. Proposal/Strategies for communication activities launched by IPRD.

iii. Social Media related activities

- a. Creation and Maintenance of IPRD's Accounts/Handles/Channels on Twitter, Facebook, WhatsAppYouTube, Instagram etc and at most 5 social media platforms which may emerge within the contract period.
- b. Creation of relevant blog spots and forums wherein the participation of targeted audience can be invoked.
- c. Manage Blogging & Blogger Relations
- d. New Look, Updates and Engage with users
 - i. Give all IPRD's Social Media Platforms a new look every week by putting up new creatives in line with the overall theme/strategy approved by IPRD, for the period of engagement.

- ii. ii. Uploading creative on a daily basis in the form of infographics, images,gifs,text over videos, promos of events and programs etc on various social media platforms creation of interactive content like surveys, quizzes, contests etc in consultation with IPRD.
- iii. iii. Daily informative and promotional updates (at least three updates on Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests and others on all the social media platforms in consultation with IPRD.
- iv. iv. Publicize all cultural events on all the social media platforms.
- v. v. Create relevant tagging & linkages of content on all platforms.
- vi. vi. Manage live events through Facebook live & Periscope on Twitter.
- vii. vii. Leveraging Social Media Platforms

iv. Query Management, Media Tracking and Reporting

- a. All the queries received on all platforms must be replied to and addressed within 24 working hours in consultation with IPRD.
- b. Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- c. Use a good industry standard specified / monitoring tools (like Hootsuite, Buffer, Local Response, Brandwatch, 33Across or similar monitoring tool) for analyzing comments / remarks about IPRD / Government of Kerala in various online media like e- newspapers, e-magazines, blogs, social media platforms at national & international level.
 - i. To create a yearly and monthly calendar of posts (on Facebook, Twitter etc.) under the guidance of IPRD. The tool would have an ability to create the required calendar.
 - ii. Increase the visibility of posts on Facebook, Twitter etc. by sharing them with internal & external audiences. The tool would have an ability to engage with citizens and share posts using a single interface. The idea is to eventually enhance the subscription / followership on all SM handles.
 - iii. To post on Twitter, Facebook etc. posts are to be approved by IPRD. Contents should not be posted without IPRD's approval. The tool would send approval

requests to the approvers via email or through other desired medium and get it approved

- iv. To support tracking of reach and spread of posts. The tool would have an ability to monitor social media trends.
- v. To support posts moderation.
- vi. To provide detailed analysis of IPRD's Social Media activities. The tool would have an ability to analyze IPRD's activities.
- vii. Automated Online Reputation Management
- viii. Leveraging Social Media Platforms
- d. The agency must submit a weekly Effectiveness Analysis Report to IPRD on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of IPRD on the Social Media Platforms and the results achieved.
- e. Providing feedback in alignment with industry standards as and when required by IPRD.
- f. The agency should ensure that all the feedbacks, replies, report etc to the queries and all the contents of the posts are adhering to 'Guidelines on Content Regulation of Government Advertising in the judgement pronounced by Hon'ble Supreme Court in the cases Common Cause Vs Union of India AIR 2015 SC 2286 and State of Karnataka V. Common Cause and others etc AIR 2016 SC 1437'.

v. Media Relations:

- a. Develop content (graphics/ infographics/ posters/ factoids etc.) for attractive and easy dissemination of information to media and the public,
- b. Proactively suggest and design all outreach related material as per requirement of the organization, based on the nature of the event
- c. PR strategy and media selection
- d. Identify appropriate media channels to widen the dissemination of IPRD's activities/ events/ reports.
- e. Containing Rumors & Managing Bad Publicity
- f. Identify and Respond quickly to misinformation
- g. PR for Crisis & Disaster Management

- vi. Design & typeset books/reports/publications of all kinds. Should provide enough image options from either subscribed stock image websites or should procure at the needs of IPRD. Any issue arising out of the copyright of such an option will be the

responsibility of the creative agency. Should also have an in-house or active freelance illustrator.

- vii. Any other work of Creative nature, which may crop up/arise in future with the advancements in technology or any other reason catering to the needs of IPRD.

viii. Manpower Requirement

Five social media experts (Full time as per the following list) are to be deployed on their office at Thiruvananthapuram City limit. They would be on site during office hours and during the emergent exigencies outside the working hours. Emphasis will be on a good creative team having expertise in Infographics and content writing. The persons deployed should be adequately supported by a back office for every kind of support.

S.No	Job Profile	No of Persons	Nature of engagement
1	Project Advisor	1	Part time (Not less than 5 days in a month presence in Thiruvananthapuram and willing to travel to Kerala at notice of 3 days to assist in activities pertaining to this requirements under the Communication Strategy referred to herein)
2	Project Manager	1	Full Time
3	Content writer (English)	1	Full Time
4	Content writer (Malayalam)	1	Full Time
5	Graphic Designer	1	Full time
6	Social Media Analyst	1	Full time
7	Video Editor	1	Part time
8	Web Developer	1	Part time

S.No	Designation	Responsibility & Experience
------	-------------	-----------------------------

1	Project Advisor	Develop a clear and well defined communication strategy and present the same before IPRD and the various stakeholders. Advise Government of Kerala through IPRD on media solutions for disseminating its development goals and achievements coherently and effectively. Liaison with Communication committee IPRD / Government of Kerala and head the team to achieve the Government of Kerala's goals and objectives into actionable and digital programs including print, online media, social, other digital components. Experience: • Should be an expert with national or international reputé on strategizing and executing social media campaigns • The candidates must have at least 20 years experience in Advertising and Media Related Activity and at least 5 years of experience leading and handling social media teams in media houses or national & international research organizations of reputé or any digital media agency
2	Project Manager	• Translate Government of Kerala's goals and objectives into actionable and digital programs including online media, social, other digital components along with Project Advisor • Manage and execute the day to day social media operations. • Devise reporting methods for social media monitoring on topical, regional and international issues relevant for IPRD • Recommend product, content and digital programs to support the initiatives of IPRD. • Implement measurement tools to measure the impact of Digital initiatives taken. Experience:

		• Should be an expert with national or international repute on strategizing and executing social media campaigns • Minimum 10 years of experience in Communication and 5 years in digital, online and social media marketing as Project Manager. • Excellent written and verbal communication skills, as well as stellar presentation skills. Preferably in Malayalam. • Strategic, analytical, quantitative and critical thinking. • Demonstrated experience with Google Analytics, Facebook advertising, Youtube and social media monitoring platforms.
3	Content writer (English / Malayalam)	• Responsible for writing / designing content for consumption on social media in English / Malayalam • The content developed by them shall be platform ready and specific to the brief provided by the social media expert • Responsible for developing content across owned and earned social channels. This could include blog posts, tweets, status updates, pins, photos and videos. • Creates, manages and grows presence across social media channels, including, but not limited to blogs, Twitter, Facebook, Instagram, YouTube etc. and creation of Wikipedia posts. Experience: • Minimum 5 years of experience with extensive knowledge of social media channels, including Facebook, Twitter, Whatsapp, YouTube & Instagram, Wikipedia etc. • Experience writing, editing, crafting and optimizing content specific to social media channels • Strong Digital Footprint ☐ Proven active involvement in social media activities such as blogs, Twitter, Facebook, communities, social bookmarking, RSS feeds, etc.
4	Social Media Analyst	• Ensuring tracking, collecting and analysing relevant social media metrics

		and ensure timely, effective and efficient reporting of all social media efforts - Analysing social media engagement metrics, such as new user growth, fan likes, comments and shares, and report these numbers based on specific program goals Experience: - Minimum 3 years' of experience with social media analytics and IT - Experience managing social media analytics, possess superior analytical ability - Should possess working knowledge of two – three analytical tools. - Should have proficiency in Malayalam.
5	Graphic Designer	- Responsible for designing & developing content for consumption on social media in English / Malayalam Experience: - Minimum 3 years of experience in designing info-graphics, banners, social media posts, GIFs, animated content, video editing, software like Final Cut Pro, Coreldraw, In Design, Adobe Premiere, Adobe Photoshop, Z-brush and any other relevant tools and software

ix. Terms of Payment to the Selected Agency

- Advance payment will **not** be considered.
- The Agency will submit pre-receipted invoices in triplicate, complete in all respects, **on the last working day of every month**, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, work orders issued by the verticals/divisions concerned, certification of satisfactory completion of work by the vertical(s) concerned, bills as well as copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.
- The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as

per the requirements detailed in the RFP Document, or communicated subsequently by IPRD. A cost committee will be constituted for the perusal of the bills and recommendation for the payment. The committee shall have a member from Finance Department, Government of Kerala.

- d. The Goods and Services Tax component shall be paid as applicable and as per actuals.
- e. For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected age

6. Section 6: Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF CREATIVE AGENCY

Between [IPRD]

[Name of CREATIVE AGENCY]

[Date]

I. Form of Work Order

Work order to undertake [name of assignment]

IPRD, Government of Kerala, Thiruvananthapuram-695001, India, hereinafter referred to as the —"IPRD" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a. requested the Creative Agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the —"Services"); and

- b. The Creative Agency, having represented to the IPRD that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the IPRD hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the IPRD and the Creative Agency shall be as set forth in the work order; in particular:

- 2.1. The Creative Agency shall carry out the Services in accordance with the provisions of the work order; and
- 2.2. IPRD will make payments to the Creative Agency in accordance with the provisions of the work order.
- 2.3. The selected agency will be eligible for any payment only as per the guide lines given by the hon'ble Supreme Court of India in common cause Vs Union of India , AIR 2015 SC 2286, state of Karnataka Vs common cause and others etc. AIR 2016 SC 1437 and other related judgement of the courts regarding payment from public Exchequer.

- 3.

- 3.1. Commencement, completion, modification and termination of work order

- 3.1.1. Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Creative Agency or such other date as may be stated.
- 3.1.2. Commencement of Services: The Creative Agency shall commence the Services from any date notified by the IPRD.
- 3.1.3. Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 3.1.4. Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
- 3.1.5. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the

negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1. No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

3.1.5.1.1. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and

3.1.5.1.2. has informed the other party as soon as possible about the occurrence of such an event.

3.1.5.1.3. the dates of commencement and estimated cessation of such event of Force Majeure; and

3.1.5.1.4. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.5.2. Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.6. Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.7. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Creative Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2. Termination

- 3.2.1. By the IPRD: The IPRD may terminate this Work order, written notice of termination to the Creative Agency, to be given after the occurrence of any of the events specified in this clause:
- 3.2.1.1. if the Creative Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the IPRD may have subsequently approved in writing;
 - 3.2.1.2. within fifteen (15) days, if the Creative Agency become insolvent or bankrupt;
 - 3.2.1.3. if, as the result of Force Majeure, the Creative Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
 - 3.2.1.4. within fifteen (15) days, if the Creative Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - 3.2.1.5. within seven (7) days, if the Creative Agency submits to the IPRD a false statement which has a material effect on the rights, obligations or interests of the IPRD. If the Creative Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the IPRD;
 - 3.2.1.6. within seven (7) days, if the Creative Agency, in the judgment of the IPRD has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
 - 3.2.1.7. if the IPRD, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Work order.
- 3.2.2. Payment upon termination: Upon termination of this Work order, the IPRD will make the following payments to the Creative Agency:
- 3.2.2.1. Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - 3.2.2.2. If the Work order is terminated pursuant to Clause 3.2.1a), b), d), e) or f), the Creative Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the IPRD may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the IPRD. Under such circumstances, upon termination, the IPRD may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Creative

Agency will be required to pay any such liquidated damages to IPRD within 30 days of termination date.

- 3.2.3. Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3. Obligations of the Creative Agency

- 3.3.1. General: The Creative Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Creative Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the IPRD, and shall at all times support and safeguard the IPRD 's legitimate interests in any dealings with Sub- consultants or third parties.

3.3.2. Conflict of interest

- 3.3.2.1. Prohibition of Conflicting Activities: Neither the Creative Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

3.3.2.1.1. during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and

3.3.2.1.2. after the termination of this Contract, such other activities as may be specified in this service contract.

- 3.3.3. Confidentiality: The Creative Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the IPRD's business or operations without the prior written consent of the IPRD.

- 3.3.4. Documents Prepared by the Creative Agency to be the Property of the IPRD: All designs, reports, other documents and software submitted by the Creative Agency pursuant to this work order shall become and remain the property of the IPRD, and the Creative Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the IPRD, together with a detailed inventory thereof. The Creative Agency may retain a copy of such documents and software. The future

use of these documents and software, if any, shall be with specific consent of the IPRD.

- 3.3.5. Liability of the Creative Agency: Subject to additional provisions, if any, in this work order the Creative Agency's liability under this Work order shall be as provided by the Applicable Law.
- 3.3.6. Professional Liability Insurance: Creative Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Creative Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Creative Agency hereunder or (ii) the proceeds, the Creative Agency may be entitled to receive from any insurance maintained by the Creative Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.4. Obligations of the IPRD

- 3.4.1. Assistance and Exemptions: IPRD will use its best efforts to ensure that the Government will provide the Creative Agency with work permits and such other documents as necessary to enable the Creative Agency to perform the Services:
 - 3.4.1.1. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.5. Payments to the Creative Agency

- 3.5.1. Advance payment will not be considered.
- 3.5.2. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, certification of satisfactory completion of work by the verticals concerned, bills as well as copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.
- 3.5.3. The final payment, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by IPRD
- 3.5.4. The GST shall be paid as applicable.

3.5.5. For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6. Currency: The price is payable in local currency i.e. Indian Rupees.

3.5.7. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

3.6. Settlement of disputes

3.6.1. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

6.1.1. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ - cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall finally be settled by the Secretary, IPRD, , who will act as the sole arbitrator and whose decision shall be final. Proceedings shall, unless otherwise agreed by the Parties, be held in Thiruvananthapuram, Kerala. The work order shall be governed by the laws and procedures established by the Government of Kerala, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings.

3.7. Responsibility for accuracy of project document

3.7.1. General

3.7.1.1. The Creative Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the IPRD against any inaccuracy in the work, which might surface during implementation of the project.

3.8. Liquidated damages

3.8.1. If the selected Creative Agency fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by IPRD.

4. Miscellaneous

4.1. Assignment and Charges

4.1.1. The Work order shall not be assigned by the Creative Agency save and except with prior consent in writing of the IPRD, which the IPRD will be entitled to decline without assigning any reason whatsoever.

4.1.2. The IPRD is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3. Indemnity:

4.1.3.1. The Creative Agency agrees to indemnify and hold harmless the IPRD from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Creative Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Creative Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the IPRD; (c) any Services related to or rendered pursuant to the Work order (collectively — Indemnified matter). As soon as reasonably practicable after the receipt by the IPRD of a notice of the commencement of any action by a third party, the IPRD will notify the Creative Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Creative Agency from any liability which it may have to the IPRD or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the IPRD may have at common law, in equity or otherwise.

4.1.3.2. The Creative Agency shall at all times indemnify and keep indemnified IPRD against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.1.3.3. The Creative Agency shall at all times indemnify and keep indemnified IPRD against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting

from or by any action, omission or operation conducted by or on behalf of the Creative Agency.

4.1.3.4. The Creative Agency shall at all times indemnify and keep indemnified IPRD against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Creative Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.5. All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4. Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5. Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6. Professional Liability Insurance: Creative Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Creative Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Creative Agency hereunder or (ii) the proceeds, the Creative Agency may be entitled to receive from any insurance maintained by the Creative Agency to cover such a liability, whichever of (i) or

(ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7. Performance Security

4.1.7.1. The Creative Agency shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the IPRD a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Creative Agency of its obligations under this Work order, in the form set out in this work order, in an amount equal 10(ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (ten) percent of the total cost of Financial Proposal under this Assignment.

4.1.7.2. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Creative Agency is a foreign firm), in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.

4.1.7.3. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the IPRD shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the IPRD shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Creative Agency of its obligations under this Work order until such time as the IPRD shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the IPRD will refund to the Creative Agency the full amount of the bank guarantee, unless the IPRD has drawn upon the

Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Creative Agency; provided that the IPRD will not be liable to pay any interest on such balance. The IPRD will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the IPRD in accordance with the provisions hereof, be released by the IPRD within a period of 60(Sixty) Days from the date of completion of the services.

5. The IPRD shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
 - 5.1. the Creative Agency becomes liable to pay penalty;
 - 5.2. occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.1 of this Work Order;
 - 5.3. any material breach of the terms hereof; and/or
 - 5.4. Without prejudice to the paragraph above, the Creative Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.
6. Agreement- The selected agency will have to sign an Agreement with I&PRD in the standard format. The copy of agreement will be provided upon completion of the selection process and the terms and condition of the agreement will be on the basis of this RFP and quotes submitted by the successful applicant.
7. Non disclosure Agreement:-As agreed the creative agency have to sign the Non Disclosure Agreement .The copy of non disclosure agreement in standard form will be provided after completion of selection process.

Annexure B: Presentation - Topics / Areas to be covered

Following topics/ areas needs to be covered but not limited to in the presentation to showcase the creativity and capability. The topics are

1. Overall Strategy, Approach and Road map to be presented
2. The creative agency should explain their social media outreach strategy/plan for different demographics,
3. The creative agency should develop explainer videos of duration of maximum 2 minutes on minimum two government of kerala schemes / projects which are being implemented or already implemented with the information available in the public domain. It should be a representative template on which other content can be created. IPRD will provide information of 5 schemes/projects of the State Govt. from which the above videos should be made.

4. At least three samples posts each for the following platforms on Kerala Government schemes specified by IPRD in point 3 above.
 - a. Snapchat
 - b. Instagram
 - c. Twitter
 - d. Facebook
5. One full length feature (20 minutes) on schemes/projects implemented in extremely backward areas (IPRD will provide list of schemes and context)
6. The creative agency should develop one sample advertising strategy explaining which online media platforms (blogs/websites etc.) would be best suited in the kerala context and why? Marks will be given for competent market insights.
7. Develop a mascot for PRD which reflects the character of resilient Kerala
8. One sample call for action video inviting people for contests like "make your own video on any government scheme you benefited from"
9. The creative agency should explain the methodology, strategy and specific tools used for the Effectiveness Analysis Report.