

Government of Himachal Pradesh

Department of Information and Public Relations

Seeks

Expression of Interest (EOI) from professional Agencies for putting up exhibition on developmental Journey of the State for celebration of Golden Jubilee Year of the Statehood and for putting up exhibition on any other occasion as per requirement.

Contents

1.	Invitation for Proposal	3
2.	BID Summary – Data Sheet	4
3.	Team Composition	20
4.	Definition and Interpretation	21
5.	Instructions to Bidders	23
6.	Scope of Work	26
7.	Schedule for the Deliverables	27
8.	Payment Schedule	28
9.	General Terms & Conditions	29
10.	Terms and Conditions: Applicable Post Award of Contract 1 Termination Clause	30
11.	Consequences of Termination	33
12.	Liquidated Damages	34
13.	Dispute Resolution Mechanism	35
14.	Force Majeure	36
15.	Failure to agree with Terms and Conditions of the EOI	37

1: INVITATION FOR PROPOSAL

Notice inviting “Expression of Interest”

For

Engaging Professional Agency for putting up exhibition on developmental Journey of the State for celebration of Golden Jubilee Year of the Statehood and on other occasions as per the requirement of the State Government.

The Department of Information and Public Relations, Himachal Pradesh proposes to engage a professional Agency for showcasing the 50 years development journey of the State through Exhibition.

This EOI document is to provide detail about scope of work, expectations from the agency, bidding procedure and other terms and conditions. This can be downloaded from the website of the Department <http://www.himachalpr.gov.in>. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This document provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The cost of EOI document amounting to Rs. 1,000/- is to be submitted with EOI in shape of crossed demand draft on any Nationalized bank/Scheduled Bank in favor of “Director, Information and Public Relations, Himachal Pradesh” payable at Shimla.

Issued by

The Director,
Information and Public Relations,
Himachal Pradesh, Shimla-171001(India)

2. BID SUMMARY – DATA SHEET

<i>No</i>	<i>Key Information</i>	<i>Details</i>
<i>Assignment Details</i>		
1	Assignment Title	Engaging Professional Agency for putting up exhibition on developmental Journey of the State for Golden Jubilee Year celebration of Statehood and on other occasion as per requirement.
2	Client	Director, Department of Information & Public Relations (DIPR)
3	Location	Himachal Pradesh (various locations across Himachal Pradesh).
EoI Submission & Evaluation		
4	<i>EoI Submission</i>	<p>EoIs should be submitted under two categories as given under:</p> <ul style="list-style-type: none"> · “Category A: Technical Bid” · “Category B: Financial Bid” (Exhibition for Golden Jubilee year, Celebration of Statehood). <p>The same should be clearly written on the Outermost Envelope of the application.</p> <p>Inside there will be Bankers’ Cheque or Demand Draft from a Nationalized / Scheduled Bank encashable at Shimla, HP towards EOI document charges (Rs. 1000/-) and EoI fee(EMD amounting to Rs. 1,00,000/-) and two sealed envelopes, containing the following:</p> <p>Envelope 1: Technical Bid</p> <p>Envelope 2: Financial Bid</p>

5	Envelope 1: Technical Bid / Eligibility Documents	<p>Form 1: Covering Letter Form 2: Eligibility Criteria Documents Form 3: Applicant’s Organization Details Form 4: All Supporting documents asked as per Technical Bid Form 5: Power of Attorney for the EoI Signatory Form 6: History of Litigation (If Blacklisted by any Center or State Body) Form 7: Indemnity undertaking Form 8: Anti-collusion certificate Form 9: Details of Similar Assignment Form 10: CV of the Key Personnel Form 11: Letter for Undertaking</p>
6	Envelope 2: Financial Bid	<p>Financial Bid (Putting up exhibition on developmental Journey of the State for celebration of Golden Jubilee Year of the Statehood)</p>
7	EoI Evaluation	<p>Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weightage for the composite evaluation shall be awarded as below:-</p> <p>a. Technical Score – 70% b. Financial Score – 30%</p> <p>Bids shall be ranked according to their combined scores, calculated using the Technical Score (TS) and Financial Score (FS) and the weights as follows: $S = TS \times 0.70 + FS \times 0.30$ S= overall score of the Bidder under consideration (up to 2 decimal points) TS= Technical Score of the Bidder under consideration FS= $C_{min}/C_b \times 100$ Cb= Financial Bid value for the Bidder under consideration Cmin= Lowest Financial Bid value among the financial proposals under consideration</p> <p>Bidder with the highest combined score shall be awarded the contract. In case of a tie in the final score, the bidder having highest technical score will be selected. If there is a tie again in technical score then the company having more experience will be given preference. If there is again a tie then the final decision rest with the State Government.</p>

Selection Conditions

1	Method of Selection	<p>The Applicants, will be selected on the basis of criteria fixed by the Government for evaluation of presentation on the similar assignment already done by them, their presentation on Work Understanding, Strength of the Team, which is expected to be deployed for the said project along with demos of the similar projects previously done.</p> <p>Stage 1: Eligibility Qualification: Applications of only those applicants who fulfill the eligibility qualifications will be accepted.</p> <p>Stage 2: Marks for Technical Evaluation (Max Marks: 70%) Marks for Financial Evaluation (Max Marks: 30%)</p> <p>In order to qualify to get Selected, an Applicant must clear the Stage 1 and secure minimum score of 70 in Stage 2.</p>
2	EOI Fee(EMD)	Rs. 1,00,000/- (Rupees One Lakh) only in the form of Bankers' Cheque or Demand Draft

Important Dates

1	Issue of EOI	Uploading the EOI Document on website 11:00 Hrs (IST) on 3-12-2020
2	Last Date and Time of submission of Applications	15:00 Hrs (IST) on 16-12-2020
3	Date and Time of Opening Applications	15:30 Hrs (IST) on 16-12-2020
4	Technical Presentation of Applicants	11:00 Hrs(IST) on 17-12-2020
5	Opening of Financial Bids	11:00 Hrs(IST) on 18-12-2020
6	Validity of offer	One year from the <u>date of award</u> of selection letter which could be extended further.

Form 1: COVERING LETTER

[To be furnished by the Applicant on the letterhead of the Firm]

Date:

To,
The Director,
Information and Public Relations,
Suchana Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002.

Subject: Engaging Professional Agency for putting up exhibition on developmental Journey of the State for celebration of Golden Jubilee Year of the Statehood.

Dear Sir,

1. We are submitting this EoI (Application) on our own.
2. We, the undersigned, having carefully examined the referred EoI, offer to provide the required services, in full conformity with the said EoI.
3. We have read the all the provisions of EoI and confirm that these are acceptable to us.
4. We further declare that additional conditions, variations, deviations, if any, found in our Application shall not be given effect to.
5. If an Applicant has been empanelled, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the applicant taken together. We understand that the basis for our qualification will be the complete documents submitted along with this letter and that any circumstance affecting our continued eligibility as per EoI or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this empanelment process.
6. We agree that if we fail to perform according to the conditions/stipulations of the EoI, DIPR or its representative shall be at liberty to take action in accordance with the EoI.
7. We agree that if we fail to fulfill any of the conditions mentioned above, DIPR has the right to forfeit any Fee / Security being furnished by us along with this Application.
8. We understand that DIPR is not bound to accept any or all Applications it may receive.
9. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Application and empanelment as an Agency.
10. We do also certify that all the statements made and/or any information provided in our application are true and correct and complete in all aspects

11. We declare that in the event that DIPR discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Application from further participation in the evaluation process.
12. Banker's Cheque / Demand Draft No. ----- dated ----- drawn on ----- for Rs. 2, 00,000/- is enclosed towards EoI Fee (EMD).

(Signature)

(Name of the person)

(In the capacity
of) Company Seal

(Name of firm)
Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Form 2: Eligibility Criteria

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Applicants shall meet the eligibility criteria, as defined under for each category:

S No	Criteria	Documentary Evidence
1	EoI Fee (EMD) Details	
2	Status of the firm (Proprietorship/Partnership/Pvt. Ltd. Co. etc.)	
3	The Firm / Agency should be a registered entity with minimum 5 years of existence from date of publishing this EOI	1. Certificate of Incorporation / Registration with Registrar of Companies 2. PAN Card 3. Service Tax Registration Certificate
4	The Firm / Agency should have Average Annual Turnover of Rs. 2 Cr. or above of the last two financial years.	CA Certified Audited Balance Sheets and Profit & Loss Statements for the last two financial years.
5	The Firm / Agency should not have been black listed by Central or State Governments & PSUs.	Self-Certification
6	The Firm / Agency must have at least 5 years of multimedia experience for putting up exhibitions.	Work Order & Completion Certificate
7	The Firm / Agency must have experts in fields relevant to the assignment (kindly indicate the team members employed with the firm)	Self-Certification by the Firm & CV as per the format provided at Form-10
8	Put up at least 15 Exhibitions for any Central / State Govt. Ministry / State Deptt. during last 3 years	Work Order & Completion Certificate

Form 3: APPLICANT'S ORGANIZATIONAL DETAILS

[To be furnished by the Applicant on the letterhead of the Firm. All Applicants shall provide the details in the format below.]

Organization and Financial Information

Details of the Organization	
Name	
Date of Incorporation / Establishment	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact Details (name, address, phone no. and email)	

Financial Information (All Figures in Rs. Cr.)			
	FY 2017-18*	FY 2018-19	FY 2019-20
Revenue in INR			
Any other information			

This is to certify that _____ (name of the Applicant) has Annual Turn over as shown above against the respective/s financial year/s.

*Applicants having firm shall be required to show turnover of last three years. It is further clarified that for evaluation purpose, turnover of last two years only will be considered.

Signature _____
Name of the Statutory Auditor _____
Membership no _____
Designation _____
Name of the Audit Firm _____
FRN _____

(Seal of the firm)

DATE _____

Note:

- The Applicant shall submit Audited Annual Reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company.

Form 4: weightage/scores for Technical evaluation of presentation by the Agencies with respect to putting up exhibitions

S. No.	Criteria	Scores																		
1.	Certificate of incorporation of the company as per Companies Act.	10 Marks																		
2.	a) Presentation on one best Exhibition put up by the Agency for quality check - With valid proof in support of the fact that it has been put up by the Agency	The quality of the presentation on exhibition put up will be adjudged on the basis of following aspects: <table border="1"> <thead> <tr> <th>Aspects</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Concept creative</td> <td>6</td> </tr> <tr> <td>Layout & design</td> <td>9</td> </tr> <tr> <td>Space</td> <td>6</td> </tr> <tr> <td>Capacity</td> <td>6</td> </tr> <tr> <td>Audio- Visual effect</td> <td>9</td> </tr> <tr> <td>Lighting</td> <td>6</td> </tr> <tr> <td>Quality of material used</td> <td>9</td> </tr> <tr> <td>Technology used</td> <td>9</td> </tr> </tbody> </table>	Aspects	Maximum Marks	Concept creative	6	Layout & design	9	Space	6	Capacity	6	Audio- Visual effect	9	Lighting	6	Quality of material used	9	Technology used	9
	Aspects	Maximum Marks																		
Concept creative	6																			
Layout & design	9																			
Space	6																			
Capacity	6																			
Audio- Visual effect	9																			
Lighting	6																			
Quality of material used	9																			
Technology used	9																			
b) Agency's experience of putting up exhibitions - With valid proof (work order of concerned firms)	<table border="1"> <thead> <tr> <th>Number of Exhibitions</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>4 - 8</td> <td>15</td> </tr> <tr> <td>9 - 14</td> <td>22</td> </tr> <tr> <td>15 and above</td> <td>30</td> </tr> </tbody> </table>	Number of Exhibitions	Marks	4 - 8	15	9 - 14	22	15 and above	30											
Number of Exhibitions	Marks																			
4 - 8	15																			
9 - 14	22																			
15 and above	30																			

- : Evaluation Committee may, at its discretion, call for additional information from the Applicant(s). Such information has to be supplied within the stipulated timeframe, failing which the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Applicants and the EoI is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- : The Applicants shall provide all the necessary documents, samples and reference information as desired by the Committee. The Applicants shall also assist the Committee in getting relevant information from the Applicants references, if desired.
- : For calculating the Technical Score (TS) of an Agency/Firm, the individual scores as per respective marks specified above, will be summed up. In order to qualify to get selected, an EoI must secure minimum technical score of 60.

Form 5: Format for POWER OF ATTORNEY FOR THE EOI SIGNATORY

{ On Requisite Stamp Paper }

KNOW ALL MEN by these presents that we, [Name of the Company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at [Address of the Company] (Hereinafter referred to as “Company”) :

WHEREAS in response to the Expression of Interest (EoI) for **Empanelment of Agencies / Firms/ Group of Individuals for putting up an exhibition on developmental Journey of the State for Golden Jubilee Year celebration of Statehood (“Assignment”)**, the Company is submitting Application Comprising details as required to the **Director, Information and Public Relations, Shimla-2, Himachal Pradesh** and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ Son of _____ Resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ [name of the Company] do hereby nominate, constitute and appoint..... [Name & designation of the person] as its true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say :

To act as the Company’s official representative for submitting the Application Capability Statement, Technical Form and other details as per EoI and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the EoI and other documents, as may be necessary;

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of-----, 2020 in the presence of[name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]

)
)-----
)
) [name & designation of the person]
)

Form 6: HISTORY OF LITIGATION

[To be furnished by the Applicant on the letterhead of the Firm]

Information on any history of litigation or arbitration resulting from similar Project contracts in last five year:

Year	Award for/or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____,

Name of the Applicant

Signature of the Authorized Signatory

Name of the Authorized Signatory

Note: Preference will be given to the Agency having no litigation relating to completion of any assignment or relating to claim and liabilities related to Assignment.

Form 7: INDEMNITY UNDERTAKING

[To be furnished by the Applicant on the letterhead of the Firm]

I on behalf of M/s hereby agree and undertake that I have understood all the rules, regulations and procedures and all staff Technical & Non- Technical working on behalf of M/s will abide by all the rules, regulations, guidelines and procedures.

I declare that M/s will be responsible for all aspect of the Assignment. DIPR will not be responsible in case of any dispute / defects and will not compensate financially or otherwise.

I hereby declare that I am sole responsible on behalf of M/s for giving such declaration.

Name of Indemnifier - Signature of Indemnifier

Stamp/Seal of the Indemnifier

Signature of the Authorized Signatory

Name of the Authorized Signatory

Form 8: ANTI-COLLUSION CERTIFICATE

[To be furnished by the Applicant on the letterhead of the Firm]

Date:

To,

Director,
Department of Information & Public Relation,
Suchaha Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002

Subject: Engaging Professional Agency for putting up an exhibition on developmental Journey of the State for Golden Jubilee Year celebration of Statehood.

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Application, we have not acted in concert or in collusion with any other Applicant or any other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice. In case it is found at any stage that we have acted in any manner described above, we are liable for cancellation of contract and penalty or forfeiture of EMD or both.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____ Day of _____, YYYY

Name of the Applicant

Signature of the Authorized Signatory

Name of the Authorized Signatory

Form 9: DETAILS OF SIMILAR ASSIGNMENT

[To be furnished by the Applicant on the letterhead of the Firm]

1. Assignment Name:
2. Country/State:
3. Location within Country:
4. Name of Client:
5. Address & Contact Details of Client:
6. Start Date:
7. Professional Staff Provided by Company:
8. Name of Associated resources:
9. Name of Senior Staff involved and functions performed:
10. No. of Support Staff:
11. Duration of Assignment:
12. Completion Date:
13. No. of Months of Professional Staff provided by associated resources:
14. Approx. Value of Services (INR):
15. Narrative Description of Project:

Form 10: CV of the KEYPERSONNEL

Proposed Position:
Name of Firm:
Name of Staff:
Profession:
Date of Birth:
Years with Firm/Entity: Nationality:
Membership of Professional Societies:
Detailed Task Assigned:

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three quarters of a page.]

Languages:

[Indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification by the firm

The undersigned on behalf of ----- (name of Applicant / firm) certify that Shri---- (name of The proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm for the ongoing projects. We understand that if the information about leaving the past assignment is known to DIPR, DIPR would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by DIPR.

..... Date:

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Form 11: Format for LETTER OF UNDERTAKING

[To be furnished by the Applicant on the letterhead of the Firm]

Date:

To,

Director,
Information and Public Relations,
Suchaha Bhawan, Majitha House,
Himachal Pradesh, Shimla-171002.

Subject: Engaging Professional Agency for putting up exhibition on developmental Journey of the State for celebration of Golden Jubilee Year of the Statehood.

Dear Sir,

We confirm that we are not barred by Government of Himachal Pradesh (GOHP) or any other State Government in India (SG) or Government of India (GoI) or any of the agencies of GoHP/SG/GoI from participating in any category of similar projects as on the EoI due Date.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

3. TEAM COMPOSITION

*The team for the assignment should comprise of both on-site and offsite team members. **The on-site team should consist of two team members well conversant with the intricacies of assignment and should be stationed full time at the Shimla.** The on-site team should be supported by the other team members for the timely completion of the activities and deliverables finalized in consultation with the DIPR. **The Designers (if resources are different from the proposed team above) who will be doing the design work for collaterals, knowledge content, needs to be stationed at Shimla full time.***

The Agency shall place the project team at Shimla for the Assignment as per requirement of Department and tasks before hands. If at any point in time, the Department feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 days. The Agency is not expected to change the team from what is proposed as a part of the response to this EOI. However if a resource needs to be changed due to unforeseen circumstances, the Agency need to give it in written to the Client and only upon agreement, the replacement may be carried out. Agency is responsible to ensure deployment of each resource at, Shimla, Himachal Pradesh as per the provisions of this EOI till the completion of assignment.

4. Definition and Interpretation

Definitions

- **‘Applicant’** shall mean Agency which has submitted its application in response to the EOI. Applicant is required to submit its application in only one of the above stated categories.
- **‘Assignment’** means, subject to the provisions of this EOI, **Engaging Professional Agency for putting up an exhibition on developmental Journey of the State for Golden Jubilee Year celebration of Statehood.**
- **‘Authority’ or ‘DIPR’** shall mean Director, Information and Public Relations, Himachal Pradesh.
- **‘Selected Applicant’** shall mean the Applicant who has been selected by the Director, Information and Public Relations, Himachal Pradesh for the Assignment on the terms and conditions stipulated in the EOI.
- **‘EOI’** shall mean the application submitted by the Applicants in response to the EOI including clarifications and/or amendments to EOI, if any.
- **‘Due Date’** shall mean the last date for submission/receipt of the Applications, as mentioned in the EOI document or any later date as amended from time to time.
- **‘Financial Year’** shall mean year starting 1st April to 31st March. In case Applicant’s financial/accounting years are different from the above, the immediate past financial/accounting years of the Applicant as per their annual reports shall be applicable for the evaluation.

Interpretation: In the interpretation of this EOI, unless the context otherwise requires:

- The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- Reference to any gender includes the other genders;
- Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this EOI;
- A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- Any reference to a person shall include such person’s successors and permitted assigns;
- A reference to a “writing” or “written” includes printing, typing, lithography

- and other means of reproducing words in a visible form;
- Any date or period set forth in this EOI shall be such date or period as may be extended pursuant to the terms of this EOI;
 - A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
 - The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this EOI mean and refer to this EOI and not to any particular Article, Clause or Section of this EOI. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this EOI so specified;
 - The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the *EOI*;

5. Instructions to Bidders

Conflict of Interest

The Selected Applicants should provide professional, objective and impartial service and hold DIPRs interest paramount. The Selected Applicants shall not downstream or outsource the scope of work under this assignment in its entirety.

Validity of Empanelment

The following will be considered for the validity of the empanelment:

- Shortlisted Applicant will be empanelled initially for a period till 31 March, 2021.
- DIPR may extend the empanelment further up to a period, subject to satisfactory performance and mutual agreement, as deemed fit by DIPR.

Right to Accept or Reject any Application, so received

DIPR reserves the right to annul the EOI process, or to accept or reject any or all the Applications in whole or part at any time without assigning any reasons and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

Corrupt or Fraudulent Practices

It is required that the Applicants observe the highest standard of ethics during and after the Empanelment process. In pursuance of this policy, the DIPR:

- Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Empanelment process or in the execution of any Agreement thereafter with DIPR, or bringing political pressure.
 - (b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence the Empanelment process or in the execution of any Agreement with DIPR to the detriment of DIPR, and includes collusive practice among Applicants (prior to or after EoI submission) designed to deprive DIPR of the benefits of free and open competition.
 - (c) **“Unfair trade practice”** means supply of services different from what is ordered on, or change in the Scope of Work.
 - (d) **”Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

- (b) Will reject the Application, at any stage, if it determines that the Applicant recommended for Empanelment has engaged in corrupt or fraudulent practices during Empanelment process.

EoI Fee (EMD)

The Applicant shall furnish EOI Fee(EMD) in Indian Rupees, in the form of Bankers Cheque or Demand Draft amounting to Rs. 1,00,000/- (Rupees One Lakh) only from any of the Nationalized / Scheduled Bank in favour of “Director, Information and Public Relations, H.P.” payable at Shimla.

The EoI Fee (EMD) shall be refundable and will be refunded after successful completion of the assignment.

Preparation of EoI

Applications that are incomplete in any respect or those that are not consistent with the requirements as specified in this EOI may be considered as **nonresponsive** and may be liable for rejection.

Adherence to formats, wherever prescribed, is required. Non-adherence to formats may be a ground for declaring an application non-responsive.

All communication and information shall be provided in writing and in English or Hindi language only.

All financial data shall be given (converted) in Indian Rupees only.

All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words \ will be taken as correct.

No Applicant will be allowed to modify, substitute, or withdraw the EoI after its submission. However, DIPR or any of its agencies reserves the right to seek additional information and/or clarification from the Applicants, if found necessary, during the course of evaluation of the EoI. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought by DIPR or any of its advisors/consultants, may be a ground for rejecting the EoI.

If any claim made or information provided by the Applicant in the EoI or any information provided by the Applicant in response to any subsequent query by DIPR or any of its agencies, is found to be incorrect or is a material misrepresentation of facts, then the EoI shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of DIPR or any of its agencies and if DIPR or any of its advisors/agencies/consultant is adequately satisfied.

Every page should have an official seal of the agency and must be signed by the Applicant’s authorized representative. Submitted EoI should be in the prescribed order and in formats as provided along with this EOI. Applications, not submitted in manner and formats as detailed in this document are liable to be rejected.

Applicants should read corrigendum/addendum and should submit their EoIs in line with same.

Submission of EoI

Applicants shall submit their EoI at the office address on or before the last date and time for receipt of proposals mentioned in Data Sheet.

- Applications shall be submitted with all pages in bound format (hard / spiral / spico etc.) with no loose sheets. Each page of EoI should be page numbered and, in conformance to the eligibility qualifications, should be clearly indicated using an index page. The application should not contain any irrelevant or superfluous documents.
- Applicant shall be required to submit 2 hard copies (1 Original + 1 Duplicate) of the complete EoI & a Pen drive containing the soft copy of the same.
- Every page of the documents submitted by the Applicants must be duly signed by the authorized signatory of the Firm / Company along with the Agency's seal.
- EoIs / Applications should be submitted clearly mentioning the category for which EoI is being submitted

The Proposal as per following:

(a) All the envelopes including the outermost Envelope should clearly mention As per Eligibility Criteria.

(b) Envelope1 - EoI Application: The envelope containing EoI Application shall be sealed and superscripted "Engaging Professional Agency for putting up exhibition on developmental Journey of the State for Celebration of Golden Jubilee Year of the Statehood". Following list of documents shall be submitted as part of EoI Application:

- EOI Document Fee / Processing Fee
- Form 1: Covering Letter
- Form 2: Eligibility Criteria Documents
- Form 3: Applicant's Organization Details
- Form 4: All Supporting documents asked as per Technical Bid
- Form 5: Power of Attorney for the EoI Signatory
- Form 6: History of Litigation (If Blacklisted by any Center or State Body)
- Form 7: Indemnity undertaking
- Form 8: Anti-collusion certificate
- Form 9: Details of Similar Assignment
- Form 10: CV of the professionals assigned for the Assignment
- Form 11 :Format for LETTER OF UNDERTAKING

(c) Envelope 2 – Financial Proposal:

Evaluation of Application

Applications would be evaluated only for those Applicants who qualify Pre-qualification Evaluation.

The Evaluation shall be based on the parameters and marks as mentioned in the Table mentioned in Form-4 (Page-11) of the EOI Document.

6. SCOPE OF WORK

The Government intends to showcase 50 years of development journey of the State through exhibition both indoor & outdoor at any/different locations in the State as per the requirement of the State Govt.:

The Indoor/Outdoor exhibition on 50 years development journey of the State depicting achievements by different departments in their respective sectors is to be put up using following equipments/items:

- i. Poster scrolling boards
- ii. LED Walls/slim LED display
- iii. Small vertical tickers
- iv. Digital signages
- v. Backlit digital sinage display
- vi. T-arch display at entry
- vii. Modular Exhibition display system
- viii. Static panels
- ix. Standees
- x. Thematic Concept Designs in 3D etc.
- xi. Fixtures/furniture as per requirement
- xii. Safety arrangements
- xiii. Lighting & decoration
- xiv. Power, water, Hygiene and miscellaneous arrangements and
- xv. Any other item required for this purpose.
- xvi. Waterproof dome with required accessories.

Rating for the selection of agency will be done on the basis of the rates quoted for the above mentioned items for putting up the exhibition. Therefore, firms are required to quote financial rates for these items and that firm will be selected, whose majority items from the above mentioned list are selected on the basis of quality-cum-cost basis.

The selected firm should be in a position to put up exhibition at any place within the State on a short notice of three days.

On the basis of QCCB criteria all the eligible firms will be rated for awarding the assignment. The department will prefer the firm with the highest score, however, if this firm refuses/fails to accomplish the assignment, the department/government reserves the

right to award the work to the next higher scorer.

7. SCHEDULE FOR THE DELIVERABLES

The schedule for the deliverables will be as under:

Sr. No.	Description of deliverables	Schedule for submitting deliverables
1.	An Exhibition on “Journey of State” at the State level. <ul style="list-style-type: none">• Submission of concept for putting up the exhibition.• Presentation on exhibition• Demonstration of actual exhibition	<ul style="list-style-type: none">• Within minimum 3 days from the date of issuance of the award letter.• Within minimum 3 days from the approval of the concept by the Govt.• Within minimum 3 days from the date of presentation.

8. PAYMENT SCHEDULE:

The payment as specified in financial format Annexure -III as submitted by selected agency shall be made on a Monthly basis.

S. No.	Description	Payment as % of total contract value
1.	Mobilization advance against security deposit in shape of Bank Draft in the name of “The Director, Information and Public Relations, Himachal Pradesh” payable at Shimla @ 7.5% of the assignment amount, which will be refunded after 30 days of successful execution of the assignment.	10%
2.	After approval of presentation on exhibition.	20%
3.	On final execution of the assignment	50%
4.	15 days after Successful execution of the assignment	20%

a) All expenses related to the Assignment will be borne by the firm.

b) Team members should have their own laptops and other peripherals including mobile Phone.

9. *General Terms & Conditions*

- a. **NOTE:** Applicants should read these conditions carefully and comply strictly while submitting the Proposals
- b. Direct or indirect canvassing on the part of the Applicant or his representative will lead to disqualification.
- c. If an Applicant imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his EoI is liable to be summarily rejected.
- d. DIPR reserves the right to accept or reject one or all EoIs without assigning any reasons.
- e. Remittance charges, if any, on payment made will be borne by the Applicant.
- f. **Termination:** The **Engagement** can be terminated at any time by DIPR, if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation.
- g. Period of empanelment may be extended for another one year at a time or reduced or terminated at the discretion of the Director, Information and Public Relations. The extension would be subject to satisfactory performance and mutual agreement, as deemed fit by DIPR.
- h. **All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Shimla.**
- i. For purposes of this clause, “Force Majeure” means an event beyond the control of the Agency/Firm and not involving the agency’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of DIPR in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- j. After the Engagement
- k. All Selected agencies will be briefed by competent authority about the work / project/assignment from time to time.
- l. Based on the briefing meeting and as per scope of work all agencies will be required to submit the quotation within a time period as specified by DIPR from time to time in sealed cover.
- m. Rate/Amount shall be written in figures and words.
- n. Rates quoted will be valid for that particular assignment only.
- o. In the event of any loss / damage to DIPR, the Applicant shall be liable to make good such loss found. No extra cost on such shall be admissible.
- p. In case of increase/decrease in duration of the documentaries from that of proposed durations the payment will be made on pro-rata basis.
- q. Copy right of the documentaries will rest with the Director, Information and Public Relations, Himachal Pradesh.
- r. The visuals and other matter pertaining to the assignment available with the State Government will be provided on mutually agreeable terms and conditions.
- s. The assignment may involve collection of photos, visuals and other material related to assignment from anywhere in Himachal Pradesh as per the requirement of the assignment. For this purpose successful bidder may require to travel to different districts of Himachal Pradesh.

10. Terms and Conditions: Applicable Post Award of Contract 1 Termination Clause

Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):

- If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- If the selected Bidder commits breach of any condition of the Contract

If Department terminates the Contract in whole or in part for any of the above mentioned reasons, amount of Performance Guarantee and EMD shall be forfeited.

Termination for Default

Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach)

- If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- If the selected Bidder commits breach of any condition of the Contract
- If Department terminates the Contract in whole or in part for only above mentioned reasons, amount of Performance Guarantee and EMD shall be forfeited.

Termination for Insolvency: Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department and amount of Performance Guarantee and EMD shall be forfeited.

Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

Termination by Department

- a) The Department may, by not less than 60 days " written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;

- a. Any document, information, data or statement submitted by the bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance or false representation of facts, documents, information, data or statement, the government will give a rectification notice for one month to the Agency in writing with specific observations and instructions failing which EOI Fee (EMD) and performance security shall be forfeited.

Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - a. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
 - b. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - c. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - d. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - e. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

11. Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.*
- b. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.*
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.*

12 Liquidated Damages

- a. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 2% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force majeure beyond control of the Bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder or from Performance Security or from EMD. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total payable amount. The aggregate liability of the Agency shall in no event exceed the total value of the amount received under this contract.

13 Dispute Resolution Mechanism

The Bidder and the Department shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. An mutually agreed arbitrator shall be appointed at Shimla and proceedings shall be conducted
- d. In accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

14 Force Majeure

- a. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- b. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- c. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- d. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.
- e. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- f. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

15 Failure to agree with Terms and Conditions of the EOI

Failure of the successful Bidder to agree with the Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of the award and in that case the earnest money deposited by the bidder shall be forfeited by the department.