



(A GOVERNMENT OF JHARKHAND UNDERTAKING)

E-REQUEST FOR PROPOSAL (E-RFP)

FOR

SELECTION OF AN AGENCY FOR UNDERTAKING BRANDING &PROMOTION OF JHARCRAFT

Ref. No.:	••
Dated :	•

JHARCRAFT

(A Government of Jharkhand Undertaking) 1st Floor, Udyog Bhawan, Ratu Road,

Ranchi, Jharkhand- 834001 Tel No: +91 651 3506352, E-mail: jharcraft@gmail.com Visit us on www.jharcraft.in



A Government of Jharkhand Undertaking

JHARCRAFT

1st Floor, Udyog Bhawan, Ratu Road, Ranchi, Jharkhand- 834001 Tel No: +91 651 3506352, E-mail: jharcraft@gmail.com

E-RFP

Request for Proposal For Selection of an Agency for Undertaking Branding & Promotion of JHARCRAFT

Ref. No	Dated://
1101.110	Datea:/

Jharcraft, A Govt. of Jharkhand Undertaking as an Endeavour for promotion of handloom and handicraft products and intends to issue this Request for Proposals for Selection of an Agency for Undertaking Branding & Promotion of Jharcraft for initial period of 2 (two) years.

Bids are invited from reputed and experienced agency. E-RFP/ Bid document can be downloaded from the website http://jharcraft.in & www.Jharkhandtenders.gov.in

Corrigendum, Addendum, Revised Bid if any shall be uploaded in the above stated website only and shall not be published in the newspapers.

Jharcraft reserves the right to reject any or all proposals and annulthe bid process at any time without assigning any reason whatsoever.

Sd/

GM (admin)

Jharcraft

Table of Contents

1.	SECTION 1: INTRODUCTION	
	Brief Description of Selection Process	3
	Schedule of Selection Process	4
2.	SECTION 2: INSTRUCTIONS TO BIDDERSEligible Bidders	
	Number of Proposals	7
	Proposal Preparation Cost	7
	Right to Accept any Proposal and to Reject any or all Proposals	7
	Conflict of Interest	7
	Amendments to E-RFP	8
1	A. PREPARATION AND SUBMISSION OF PROPOSAL	8
	Language and Currency	8
	Validity of Proposal	8
	Earnest Money Deposit	8
	Format and Signing of Proposal	9
	Submission of Proposals	11
	Proposal Due Date	12
	Late Proposals	12
	Clarifications	12
3.	SECTION 3: EVALUATION OF PROPOSALS	
	Opening and Evaluation of Proposal	
	Evaluation of Experience of the Bidder	
	Qualified Bidders	14
	Evaluation of Financial Proposals	14
	Combined and final evaluation	14
	Selection of Bidder	15
	Letter of Award (LOA) and Execution of Service Agreement	15
	Performance Security	15
	Contacts during Proposal Evaluation	16
	Fraud and Corrupt Practices	16

Selection of an Agency for undertaking Branding & Promotion of Jharcraft

Appendix – I – Letter of Proposal	17
Appendix – II- Details of Bidder	19
Appendix – III – Experience of the Bidder	20
Appendix – IIIA – Format for Certificate from Independent of the Bidder	20
Appendix – IV – Format for Certificate from Statutory Auditor of the Bidder	21
Appendix –V- Format for Power of Attorney for Signing of Proposal	22
5. SECTION 5: Schedule "A" Scope of Work	23

1. SECTION

1.1 INTRODUCTION Background

- 1.1.1 JHARCRAFT, A Government of Jharkhand Undertaking is continuously endeavoring to promote publishing quality promotional materials, producing television commercials, undertaking theme campaigns, dissemination of product information and the like.
- 1.1.2 JHARCRAFT now intends to select an Agency (**the "Agency**") who would assist Jharcraft in undertaking various branding and promotional activities for Jharcraft for an initial period of 2 (two) years (the "**Service"**). The main objective is to create a strong brand identity, unique and sustainable position, universal awareness, comprehensive information etc.
- 1.1.3 The scope of services to be provided by the Agency are general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the agreement (the "Service Agreement") to be entered into between the Agency and Jharcraft which sets forth the detailed terms and conditions for grant of the right to the Agency (the "Right"). There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope of services shall be as stated in the Schedule "A" of E-RFP.
- 1.1.4 The statements and explanations contained in this E-RFP are intended to provide a proper understanding to the Bidders about the subject matter of this E-RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Service Agreements or Jharcraft rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this E-RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this E-RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Jharcraft.
- 1.1.5 Jharcraft shall receive Proposals pursuant to this E-RFP in accordance with the terms set forth in this E-RFP, the draft Service Agreement and any addenda issued subsequent to this E-RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Jharcraft, and all Proposals shall be prepared and submitted in accordance with such terms.

1.2 Brief Description of Selection Process

Jharcraft has adopted a single stage selection process (referred to as the "Selection Process") for identifying a suitable Agency. Jharcraft invites eligible Bidders to upload their Proposals through instruction uploaded in www.Jharkhandtenders.gov.in.

Contact Information:

The Managing Director JHARCRAFT

(A Government of Jharkhand Undertaking)

1st Floor, Udyog Bhawan, Ratu Road,

Ranchi, Jharkhand- 834001

Tel No: +91 651 -3506352,

Mobile no - +91 9771498540 E-mail: jharcraft@gmail.com Visit us on www.jharcraft.in

- 1.2.1 During this Bid Stage, Bidders are invited to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Right.
- 1.2.2 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

1.3 Schedule of Selection Process

Jharcraft shall endeavor to adhere to the following schedule:

E-RFP publish date	01.12.2023 upto 1700 Hrs.
Last date for submission of Proposals (the"Proposal Due Date")	21.12.2023 1500 Hrs.
Date, Place and time of opening of Technical bid of E-RFP	22.12.2023 1600 Hrs At Jharcraft, Udyog Bhawan, Ratu Road, Ranchi
Date, Place and time of opening of Financial Proposals	Will be intimated to the Qualified Agencies
Bank Guarantee	Rs. 1,00,000/- (Rupees One Lakh Only) within 15 days from the date of declaration of the Selected Bidder
Earnest Money Deposit	Rs 1,00,000/- (Rupees One Lakhs Only)

2 SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

2.1.1 In order to participate in the Selection Process, the Bidder's should be a single business entity (the "Single Business Entity"). The term Bidder used herein would apply to a Single Business Entity.

A Single Business Entity shall mean a company incorporated under Companies Act, 1956/2013 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

Note:

- 1. No Consortium or Joint Venture is allowed to participate in the Selection Process
- 2. If the Bidder is:
 - i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii. A sole proprietorship firm, and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST certificates and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - iii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity
- 2.1.1 A Bidder is required to fulfill the criteria specified below. Any Bidder who does not meet the criteria set out below shall be disqualified.
 - a) Should have an office in Ranchi. In case Bidder has no office in Ranchi, it should undertake to establish a fully functional office with the required personnel/manpower within 30 (thirty) days of issue of Letter of Award.
 - b) Should demonstrate having experience of Handloom and Handicraft undertaking Campaigns for the promotion of covering designing/production of creative, commercials for various media (including print/TV, radio, online, outdoor, social media, internet marketing, blogs etc) or events in at least 3 (four) different assignments of which at least three assignments are undertaken for Central/State Ministries/ Departments will be preferred and wherein the value of one assignment are at least Rs.1,00,00,000/- (Rupees One Crores Only) and other two assignment are at least Rs.50,00,000/- (Rupees Fifty Lakh Only) in the last 5 (five) Financial Years preceding the Proposal Due Date (i.e. 2018-19, 2019-20, 2020-21 and 2021-22,2022-23).

Note:

- 1. Experience of parent/subsidiary/associate Company (ies) of the Bidder would not be considered for evaluation.
- 2. The Bidder is required to submit the following

- b. Copy of the Completion/work order/executed agreement for undertaking the above assignment as a proof of evidence (at least two completion certificate and Work order/ Agreement for all).
- c. Copy of the Certificate from the Independent Auditor/ Statutory Auditor in the format prescribed at Appendix –III A certifying the details of the assignment.
- d. The Bidder should have a minimum Average Annual Turnover of Rs. 5,00,00,000/- (Rupees five Crores only) for the any of three from last five completed financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) from the services provided towards similar nature of works. This shall include fees received towards developing creative and media spends¹ and Events (the "Financial Capacity").

Note:

Financial Capacity of parent/subsidiary/associate Company (ies) of the Bidder would not beconsidered for evaluation. The Bidder is required to submit the following:

- a) Copy of the audited Annual Reports of any 3 (three) Financial years preceding the Proposal Due Date (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).
- b) Copy of Certificate from the Independent Auditor/ Statutory Auditor in the format prescribed at Appendix –III A certifying the Financial Capacity of the Bidder.
- c) The Bidder should make available of offsite team for Jharcraft, with the consent of Jharcraft.

Note:

- 1. It may be noted that Proposals without necessary supporting documents could be treated as non-responsive.
- 2. If any Bidder/Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for providing the Services is not fulfilled at any stage after signing of the Service Agreement, the Bidder and the Key Personnel shall be liable to be debarred for any future assignments of Jharcraft for a period of 2(two) years. The award of this Service to the Bidder may also be liable to cancellation in such an event.
- 3. The proposed Key Personnel should have the requisite managerial/support staff ("Support Personnel") to ensure timely completion of the Services within the specified time schedule.
- 4. During the agreement period all the experts can be changed only once with concurrence of Jharcraft.

- 2.1.2 Any Agency which has been barred by the Central Government/Government of Jharkhand or any entity controlled by them, from participating in any project/provision of service and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
- 2.1.3 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Bidder.
- 2.1.4 The Bidder should submit a Power of Attorney as per the format enclosed as Appendix V, authorizing the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
 - (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor or a duly authorized person, the Power of Attorney is required to be submitted in the format at Appendix-V
 - (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Company.

2.2 Number of Proposals

Each Bidder shall upload only one (1) Proposal, in response to this E-RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

2.3 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Selection Process. Jharcraft will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Right to Accept any Proposal and to Reject any or all Proposals

- 2.4.1 Jharcraft 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, without assigning any reasons thereof.
- 2.4.1 Jharcraft reserves the right to verify all statements, information and documents submitted by the Bidder in response to the E-RFP. Failure of Jharcraft to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Jharcraft thereunder.

2.5 Conflict of Interest

2.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Jharcraft shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to Jharcraft for, inter alia, the time, cost and effort of Jharcraft including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to

Jharcraft hereunder or otherwise.

- 2.5.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) a constituent of such Bidder is also a constituent of another Bidder; or
 - b) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
 - c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other "s" information about, or to influence the Proposal of either or each of the other Bidder.

2.6 Amendments to E-RFP

- 2.6.1 At any time prior to the Proposal Due Date, as indicated in Clause 1.3, Jharcraft may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the E-RFP by the issuance of Addenda in the Website. Any Addenda issued would be published in the Website and the same shall be binding on the Bidders.
- 2.6.2 In order to afford Bidders reasonable time to take the Addendum into account, or for anyother reason, Jharcraft may, at its discretion, extend the Proposal Due Date.

A. PREPARATION AND SUBMISSION OF PROPOSAL

2.7 Language and Currency

2.7.1 The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.8 Validity of Proposal

- 2.8.1 The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"), in the format set out in Appendix 1. Jharcraft reserves the right to reject any Proposal that does not meet this requirement.
- 2.8.2 Prior to expiry of the Proposal Validity Period, Jharcraft may request the Bidders to extend the period of validity for a specified additional period.
- 2.8.3 The Selected Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Service Agreement.

2.9 Earnest Money Deposit

2.9.1 EMD amount 100000/- will be received through online mode only. Bidders can use internet banking facility for faster processing of EMD. Alternatively, Bidders can use NEFT/RTGS challan generate for the tender from jharkhandtenders.gov.in portal.

- 2.9.2 Refund will only be issued to the originated bank account used for the payment of the EMD. So Bidders are advised not to close Bank Account used for online payment /(NFFT/RTGS)of EMD.
- 2.9.3 No Hardcopy/physical copy is required to be submitted for tender opening/Evaluation. However Department may ask original documents for verification before award of contract.
- 2.9.4 L1 bidder will be asked to submit bid security amount of 100000/- in the favour of Managing Director Jharcraft in the form of Bank Guarantee (B.G) within 15 days after the intimation of L1 for Award of Contract (AOC).
- 2.9.5 EMD (Earnest Money Deposit) of L1 bidder amount will be originated in the bank account used for payment of EMD through online.

2.10 Format and Signing of Proposal

2.10.1Bidders would provide all the information as per this E-RFP in electronic mode in the specified format. Jharcraft would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

2.11 Submission of Proposals

2.11.1Bidder should upload their documents in www.Jharkhandtenders.gov.in

"Technical Proposal", consisting of the following:

- a. Letter of Proposal in the prescribed format at **Appendix I**;
- b. Details of Bidder in the prescribed format at Appendix II;
- c. Copy of the experience claimed by the Bidder in the prescribed format at **Appendix** III,;
- d. Average Annual Turnover with Certificate from Independent/Statutory Auditor in the prescribed format at **Appendix IV**;
- e. Power of Attorney for signing of Proposal in the prescribed format at Appendix V;
- f. Copy of the draft Service Agreement with each page initialed by the person signing the Proposal in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.
- g. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- h. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate, GST certificate and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- i. In case of a registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
- j. Copy of Title deed/ Rent Agreement/ Telephone Bills/ Electricity Bills as proof for office in Ranchi. In case the Bidder has no office in Ranchi, it should give an undertaking to establish a fully functional office with the required personnel/manpower

9 | Page

within 30 (thirty)days of issue of Letter of Award and

k. Copy of the Bidder's duly audited annual reports for the preceding 3 (three) Financial Years.

"Financial Proposal"

The Financial Proposal as per the BOQ uploaded in www.Jharkhandtenders.gov.in.

2.11.2The Financial Proposal should specify the total amount of service fee (the "Service Fee") perannum inclusive of all taxes required by the Agency for undertaking the Services. The Service shall be awarded to the Agency seeking the lowest Service Fee.

- 2.11.3Bidders may note that Jharcraft will not entertain any deviations to the E-RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the E-RFP with all its contents including the Draft Service Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 2.11.4 Jharcraft reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

2.12 Proposal Due Date

- 2.12.1Proposals should be uploaded in www.Jharkhandtenders.gov.in
- 2.12.2 Jharcraft, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.7.2.

3. SECTION 3: EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Proposal

- 3.1.1 Jharcraft shall open the Proposals on the date specified in Clause 1.3, in the presence of the Bidders who hoose to attend.
- 3.1.2 Jharcraft will examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Proposals, Jharcraft may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 3.1.4 Any information contained in the Proposal shall not in any way be construed as binding on Jharcraft, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

3.2 Evaluation of Experience of the Bidder

3.2.1 All Bidders whose Proposals are found to be responsive as per Clause 3.2.1 and have fulfilled the qualification criteria specified in Clause 2.1 shall be ranked on the basis of the marks obtained in accordance with the parameters set out in the table below:

Sl No	Parameter	Evaluation Criteria	Maximum Marks
1	Experience of undertaking government branding & promotions campaigns / events as specified in Clause 2.1.2 (b) and the value of such assignment is of at least one Rs.1 Crore and two of 50 lakhs. The details should include: • The objectives of the branding and promotion • The target audience • The research and methodology that went into the development of the campaign; • The resulting creative concept, including advertising, marketing, branding and/or other related efforts; • Media strategy; • The results of the activity; • How success was measured.	 Less than 3 (three) assignments = 0 marks 3 (three) assignments = 15 marks. More than 3 (three) assignment = 5 marks for each assignment subject to the maximum of 10 marks 	25 marks
2	Average Annual Turnover of Rs. 5 (five) Crores for the last three completed financial years (i.e 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) from the services provided towards conducting branding/ events for Departments/ Ministry of Textiles. This shall include fees received towards developing creative and media spends¹ and Events.	 Less than Rs. 5 Crores = 0 marks Rs. 5 Crores = 10 marks. More than Rs .5 Crores = 2.5 marks for each additional Two Crores subject to the maximum of 5 marks 	25 marks

12 | Page

Sl No	Parameter	Evaluation Criteria	Maximum Marks
3	Offsite team's Eligibility		10 marks
A	Team Leader	• 5-10 (Five) years of experience = 3 marks	10 marks
В	Creative designer /Visualizer	■ More than 10 years of experience = 1 mark for each additional year of	
С	Copy writer	experience subject to the maximum of 2 marks	
		■ 1 (One) assignment of Infrastructure / Research / marketing /PR/ advertising & media related activities = 5marks	
		■ More than 1 (One) assignment of Infrastructure / Research marketing /PR/advertising & media related activities = 2.5 marks for each additional assignment subject to the maximum of 5 marks	
4	Presentation (Idea of work, Meth	odology etc)	40 marks

3.3 Qualified Bidders

- 3.3.1 The Proposals of the Bidders:
 - i. which are found to be in conformance with the criteria specified at Clause 2.1;
 - ii. which has been awarded at least minimum cut off marks provided for each of theparameters set out in the table above; and
 - iii. which has been awarded a total of at least 70 marks out of 100.

shall be considered as qualified bidders ("Qualified Bidders") and qualified for opening of the Financial Proposal.

- 3.3.2 The total marks awarded to the Qualified Bidder as per Clause 3.3 and Clause 3.4 of the E-RFP shall be the Technical Score (ST) of the Bidder.
- 3.3.3 The Financial Proposals of only the Qualified Bidders shall be considered for further evaluation

3.4 Evaluation of Financial Proposals

- 3.4.1 The Financial Proposals of only the Qualified Bidders shall be opened in the presence of the Bidder's representatives who choose to attend on the date and time intimated to the Qualified Bidders in the presence of the Bidder's representatives who choose to attend. The name of the Bidder, the Technical scores, and the proposed financial offer shall be read aloud and recorded.
- 3.4.2 The financial evaluation will be carried out as per this Clause 3.5. Each Financial Proposal will be assigned a financial score (SF).
- 3.4.3 For financial evaluation, the total Service Fee inclusive all taxes per annum indicated in the Financial Proposal will be considered.
- 3.4.4 Jharcraft will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services mentioned in Clause 1.1.3 of this E-RFP is within the total quoted Service Fee shall be that of the Agency. The lowest Financial Proposal (FM) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

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SF = 100 \text{ x FM/F}
(F = amount of Financial Proposal)
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3.5 Combined and final evaluation

3.5.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF)scores as follows:

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S = ST \times TW + SF \times FW
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Where S is the combined score, and TW = 0.7 and FW = 0.3 and are the weights assigned to the Technical Score and the Financial Score respectively.

3.6 Selection of Bidder

- 3.6.1 The Bidders shall be ranked in descending order and the Bidder scoring the highest combined score shall be ranked first. The Bidder scoring the highest combined score shall be declared as Selected Bidder.
- 3.6.2 In the event that the first ranked Bidder withdraws its Proposal or is not selected for any reason in the first instance, Jharcraft may invite the second ranked Bidder for negotiations.
- 3.6.3 In the event that two or more Bidders obtain the same combined score, (the "**Tie Bidders**"), the Bidder quoting the lowest Service Fee shall be the Selected Bidder.

3.7 Letter of Award (LOA) and Execution of Service Agreement

- 3.7.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Jharcraft to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Jharcraft may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.7.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement within the period of 15 (fifteen) days from the date of acknowledgment of LOA by the Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement.

3.8 Performance Security

- 3.8.1 The Selected Bidder shall, on or before the execution of Service Agreement furnish a performance security for an amount equal to 5% (five percent) of the Service Fee quoted by the Selected Agency to Jharcraft (the "Performance Security") by way of an irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Bank in India in favour of "Managing Director, Jharcraft" payable at "Ranchi".
- 3.8.2 Failure of the Selected Agency to furnish the Performance Security as provided in Clause 3.9.1 or enter into Service Agreement with Jharcraft as provided in Clause 3.8.2 would constitute sufficient grounds for the annulment of LOA. In such event, Jharcraft reserves the right to
 - a. forfeit the Earnest Money Deposit amount of the Selected Agency, and
 - b. either invite the Agency with the next best offer for negotiations, or
 - c. Take any such measure as may be deemed fit in the sole discretion of Jharcraft, including annulment of the Selection Process.
- 3.8.3 In case of breach of agreement and conflict of interest Performance Security will be forfeited.

3.9 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time Jharcraft makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorized contact by any means with Jharcraft and/ or their employees/ representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. If any attempt by the Bidder causing extraneous pressure on Jharcraft shall be sufficient reason to disqualify the Bidder.

3.10 Fraud and Corrupt Practices

The Bidders 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 E-RFP, Jharcraft shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. Jharcraft may also, in its sole discretion, debar the Bidder (including its Associates) in participating in any of the bidding/ tender processes in the state for any time period determined by it.

4. SECTION 4: FORMATS FOR SUBMISSION OF PROPOSAL

Appendix – I – Letter of Proposal

(On the letterhead of the Bidder)

	Dated:/
То	
The Managing Director	
JHARCRAFT	
(A Government of Jharkhand Undertaking)	
1 st Floor, Udyog Bhawan, Ratu Road,	
Ranchi, Jharkhand - 834001	
Dear Sir,	

Sub: Proposal for "Selection of an Agency for undertaking Branding & Promotion of JHARCRAFT"

- 1 With reference to your E-RFP document dated *****, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices is true and correct.
- 3 I/We shall make available to Jharcraft any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/We acknowledge the right of Jharcraft to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- I/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 invite the Bidders to bid for the Services, without incurring any liability to the Bidders, in accordance with Clause 2.4 of the E-RFP document.
- 6 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Jharcraft in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
- In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 8 I/We offer a EMD of Rs.1,00,000/- (Rupees One Lakhs Only) to Jharcraft in accordance with the E-RFP Document.
- 9 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the activities/ Right is not awarded to me/us or our Proposal is not opened.
- 10 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due

Date specified in the E-RFP.

- 11 I/We agree and undertake that the authorized signatory in Appendix- II shall represent the company in all matters pertaining to the Selection Process. No third person, consultant, agency shall represent the company in all matters pertaining to the Selection Process.
- 12 I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.
- 13 [I/We do not have an office in Ranchi. However, in case we are selected for providing the Services, we agree to establish a fully functional office with the required personnel/manpower within 30 days of issue of Letter of Award.]1

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the E-RFPdocument.

	Yours faithfully,
Date:	(Signature of the Authorized signatory)
Place:	(Name and designation of the of the Authorized signatory)
	Name and seal of Bidder

Retain this only if the Bidder has not office in Ranchi

4.2 Appendix – II- Details of Bidder

(On the letterhead of the Bidder)

- 1. (a) Name:
 - (b) Place of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business:
- 2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities for providing the Service
- 3. Details of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

Note:

The Bidder must submit the following document to establish the legal status along with this Form:

- a. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- b. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- c. Copy of Title deed/ Rent Agreement and Telephone Bills/ Electricity Bills as proof for office in Ranchi. In case the Bidder has no office in Ranchi, it should give an undertaking to establish a fully functional office with the required personnel/manpower within 30 (thirty) days of issue of Letter of Award and
- d. Copy of the Bidder's duly audited financial Statement for the preceding 5 (five) Financial Years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)

4.2 Appendix – III – Experience of the Bidder (Completion certification evidence/ proof)

(On the letterhead of the Bidder) (Refer Clause 2.1.2 (b) of the E-RFP)

Name of the Assignment	
Name of the Client	
Address of the Client and contact details	
value of the Assignment (in Rs.)	
Details of promotional activities undertaken	
in the Assignment	
Date of commencement of Service	
Date of completion of Service	

Appendix – IIIA – Format for Certificate from Independent/statutory auditor of the Bidder

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$I \cap n + h \rho$	Letterhead o	f Riddor)
(On the	Letternead	Diducti

Date:

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s	[Name	of t	the
Bidder], and certify the following activities have been undertaken by	[Name	of t	the
Bidder]. The details of the client, tenure of the assignment and value of each assignment	ıt are sp	ecifi	ied
in the table below:			

S. No	Name of	Name of Client	Address of	Tenure of	Value of
	Assignment		Client	Contract/Service	Assignment
				s (with	(in Rs.)
				commencement	
				and completion	
				dates)	
1.					
2.					
3.					
4.					
5.					

This certificate is being issued to be produced before Jharcraft, for the "Selection of an Agency for undertaking Branding & Promotion of JHARCRAFT"

Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

4.3 Appendix – IV – Format for Certificate from Statutory Auditor of the Bidder

(On the Letterhead of the Independent Auditor / Statutory Auditor)

Date:			
We have verified the relevan	nt statutory and other i	records of M/s	[Name of
theBidder], and certify that t	he Turnover of	[Name of the B	idder] is as follows
Year 1 (2017-2018)= Rs	Crores (Rupees	Crores)	
Year 2 (2018-2019)= Rs	Crores (Rupees	Crores)	
Year 3 (2019-2020)= Rs	Crores (Rupees	Crores)	
Year 4 (2020-2021)= Rs	Crores (Rupees	Crores)	
Year $5(2021-2022) = Rs$	Crores (Rupees	Crores)	

This certificate is being issued to be produced before Jharcraft, for the "Selection of an Agency for undertaking Branding & Promotion of JHARCRAFT"

Signature and Seal and registration number of Independent / Statutory Auditor

4.4 Appendix –V- Format for Power of Attorney for Signing of Proposal (On Stamp paper of relevant value)

Know all men by these presents, We,	(name of the firm and address of
the registered office) do hereby irrevocably constitute, nomin	
(Name), son/daughter/wife of	
, who is [presently employed w	ith us and holding the position of
], as our true and lawful atto-	rney (hereinafter referred to as the
"Attorney") 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 o	ur Proposal for the "Selection of an
Agency for undertaking Branding & Promotion of JHAR	CRAFT", proposed by the Jharcraft
including but not limited to signing and submission of all a	pplications, proposals, bids and other
documents and writings, participate in Bidders' and other cor	nferences and providing information
responses to Jharcraft, representing us in all matters before J	harcraft, signing and execution of all
contracts including the Service Agreement and undertakings con	nsequent to acceptance of our Proposal
and generally dealing Jharcraft in all matters in connection with	ith or relating to or arising out of our
Proposal and/or upon award thereof to us and/or till the enterin	ng into of the Service Agreement with
Jharcraft.	
AND we hereby agree to ratify and confirm and do hereby ratify	atify and confirm all acts, deeds and
things lawfully done or caused to be done by our said Attorn	ey pursuant to and in exercise of the
powers conferred by this Power of Attorney and that all acts	-
Attorney in exercise of the powers hereby conferred shall and	shall always be deemed to have been
done by us.	
IN WITNESS WHEREOF WE,,	
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS	SDAY OF,
20**.	
	For
	(Signature)
	(Name, Title and Address)
Witnesses:	
1	
2	
Accepted	[Notarized]
(Signature)	
(Name, Title and Address of	
the Attorney)	
Notes:	

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

5. SCHEDULE "A":- SCOPE OF WORK

THE LIST GIVEN BELOW IS AN INDICATIVE LIST OF CAMPAIGN ACTIVITIES AND SHALL INCLUDE ALL ACTIVITIES INCIDENTAL TO THOSE MENTIONED BELOW, UNLESS STATED OTHERWISE:

- i. Undertake 10 Campaigns to facilitate Jharcraft in strengthening JHARCRAFT brand, promotion and positioning of Jharcraft products at national and international level through multiple campaigns. These Campaigns could be Annual Campaigns, Seasonal Campaigns, Destination specific Campaigns or product specific Campaigns, based on the Comprehensive Annual Campaign Plan approved by the Jharcraft. Jharcraft shall instruct the Agency to undertake & produce more than 10 campaigns during the Agreement Period, which the Agency will not deny and will undertake the same at the same pro rata cost.
- ii. An indicative list of Campaigns which may or may not form part of the actual list of campaigns to be undertaken, which will be finalized in consultation with Jharcraft:
 - a. To conceptualize annual Campaign for overall marketing and branding of Jharcraft.
 - b. Visual design of retail outlets of Jharcraft;
 - c. Promotion of Retail outlets of Jharcraft
 - d. Promotion of National and International Mela / Exhibition / Fairs / Expo etc;
 - e. Promotion of Handloom and Handicraft Product's of Jharcraft etc.;
- iii. An indicative list of activities to be undertaken by the Agency under each campaign includes:
 - a. Conceptualization & Production of creative content/ theme and design for various Promotional films including documentary films/ TV commercial (minimum 1 no.);
 - b. Conceptualization & Production of creative content/ theme and design for Advertisements through Print media including but not limited to magazines and newspapers (minimum 3 nos.);
 - c. Conceptualization & Production of creative content/ theme and design for production of Radio Jingles (minimum 1 no.);
 - d. Conceptualization & Production of content for electronic mails/ letters, web posts, blogs, etc. to promote JHARCRAFT and sending the same to various stakeholders over the internet, Update of Jharcraft web site;
 - e. Photography and upload of photograph in different online portals;
 - f. Conceptualization & Production of creative content/ theme and design for production of outdoor advertisements, hoardings, banners, web posts, blogs, etc.;
 - g. Conceptualization & Production of creative content/ theme and design for any other media vehicle suggested by Jharcraft (minimum 3 nos.).

To summaries, the activities to be taken up by the Agency as part of each Campaign include but not limited to the following:

a. Developing and providing the necessary content to promote JHARCRAFT through logos, taglines, key messages, catch phrases, color schemes for various brochures, press conferences, media events, theme campaigns etc.

- b. Develop and provide the necessary content for advertisements/ promotional/ publicity material including design in Hindi and English languages and translation of the same to other national and international languages as required by Jharcraft.
- c. Assist Jharcraft in advertising the same through press, print media, radio, billboards, internet, travel-related guides, books & brochures, television, outdoor advertising, social media, theme campaigns, etc.
- iv. Take initiatives for promoting the products of Jharcraft through any other innovative ideas suggested either by itself.

A. MEDIA PLANNING

- i. Prepare a Comprehensive Annual Campaign Plan clearly indicating a roadmap for promotion of Jharcraft through 10 campaigns at National level, State level and Regional level during the Agreement Period and execute the same on approval by Jharcraft. This shall include:
 - a. Study to understand the strengths/ potential of the Jharcraft;
 - b. Recommendation of Handloom and Handicraft products;
 - c. Recommendation on the positioning and target customer base for each of the products
 - d. Recommendation on the promotion strategy for each of such Handloom and Handicraft products
 - e. Product segmentation and use of appropriate creative for the different markets and segments
 - f. Planning most appropriate schedules and places for release of campaigns in different markets
 - g. Specifying the nature and themes of proposed Campaigns, which may be annual, seasonal, product specific or destination specific, based on the requirements of Jharcraft.
 - h. Planning the effective use of web with innovative digital media vehicles.

B. SOCIAL MEDIA SERVICES

- i. Agency shall be required to undertake a comprehensive social media campaign on social media including but not limiting to Twitter, Facebook, YouTube and Instagram.
- ii. Indicative list of activities for taking up social media campaigns through Twitter and YouTube are listed below. However, the list of activities to be taken up on selected social media platforms shall be finalized in consultation with Jharcraft.
 - a. Twitter: to create JHARCRAFT Twitter account and keep it active further by at least 1 tweet daily on important ongoing/ upcoming activities. New project/ task/ contests/ discussions/ groups/ rewards may be tweeted about on a daily basis.
 - b. You Tube: a JHARCRAFT channel on You Tube may be created wherein all audio visual media, interviews, films etc. may be posted. Pre-roll ad (True View format ads- skip able as well as non-skip able) which is a promotional video message that plays before the content the user has selected may be created through Vendors and posted on most watched or popular videos to increase branding and promotion.
- iii. All social media space and services available free for general public in the open market/internet shall be expeditiously utilized by the Agency for rendering social media services.

However, paid services offered by social media platforms shall form part of media publishing/buying activities and in such case, the scope of services of the Agency shall be limited to the Media Placement services mentioned under section C below.

C. MEDIA PLACEMENT SERVICES

- i. Draw a list of media vehicles and assist Jharcraft in determining the media vehicle/ medium that will be most effective in reaching out to the target audience for the best promotion of JHARCRAFT as part of the local/ regional and national campaigns, including but not limited to the following channels:
 - a. Electronic: television, radio, internet, mobile phone communication;
 - b. Print: newspapers (national as well as regional), magazines, pamphlets, leaflets, brochures, press releases or any mass communication material etc.;
 - c. Outdoor: hoardings, banners, posters, hand-outs, canopy activities at vantage points, bus/train panels, bus shelters, metro rail and m
 - d. metro stations, airports, illuminated signage, wall paintings, display panels etc.;
 - e. Entertainment: Cinema halls (Single screens and multiplexes);
 - f. Digital creative: Flash/ animated interactive games, SMS content for mobile marketing, info-graphics, e-Books, mobile app, interactive digital games, flash games, websites and portals etc.;
 - g. Other innovative modes of communication.
- ii. Draw a list of media publishing agencies, involved in the business of publishing media content through sale of media space, which are operational in different markets and segments.
- iii. Present Jharcraft the various media buying options available, at any point of time, in different markets and segments for the best promotion of JHARCRAFT as part of the local/ regional and national campaigns.