

---

# **Request for Proposal (RFP)**

For

Selection of Agency to undertake activities for creating awareness (IEC)

For

Labour Department, Haryana

**Issued On: 01/04/2022**

By

**Haryana Labour Department (HLD)**

30 Bays Building, Sector-17,

Chandigarh- 160017

e-mail: [labourcommissioner@hry.nic.in](mailto:labourcommissioner@hry.nic.in)

## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Labour Department, Haryana (here forth referred to as HLD in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Agencies/Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the bidder (Agency/consultant/ developer/ Supplier, etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The HLD and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution run just enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The HLD also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The HLD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the HLD reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the HLD or any other costs incurred in connection with or

relating to its Proposal. All such costs and expenses will remain with the bidder and the HLD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



## Table of Contents

- Disclaimer
- Notice Inviting Tender (NIT)
- Abbreviations
- Definitions
- Instruction to Bidders
- Introduction/ Scope
- Selection Procedure
- Scope of Work
- Performance Requirements
- Supporting Documents

**NOTICE INVITING TENDER (NIT)**  
**Selection of Agency to undertake activities for creating awareness (IEC)**  
**For Labour Department, Haryana**

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Date & Time
1.	Upload of RFP Document	<b>01/04/2022</b>
2.	Last Date of Submission of Queries ( Via E-Mail Only )	06/04/2022 up to 05:00 pm e mail: labourcommissioner@hry.nic.in
3.	Last date for submission of bid	11.04.2022 up to 5:00 pm
4.	Date and time for opening of Technical bid	12.04.2022 at 12.00 Noon
5.	Technical Presentation	To Be Intimate Later
6.	Date and time for opening of Financial bids	To Be Intimate Later to Eligible Bidders
7.	Office address	Haryana Labour Department, 30 Bays Building, Sector-17, Chandigarh- 160017.
8.	Tender Fee + e-service charges	Rs. 2,000/- + Rs 1,180/-
9.	Earnest Money Deposit (EMD)	Rs. 2,00,000/-
10.	Method of Selection	Quality & Cost Based Selection (QCBS) Procedure (Weightage: 80% Technical & 20% Financial)

**Address for Communication:**

The Labour Commissioner,  
Haryana Labour Department, 30 Bays Building,  
Sector-17, Chandigarh-160017

## Abbreviations

For the purpose of this RFP, the following table gives the Terminologies used and the reference to/ definition of these terminologies.

S. No.	Terminology	Reference To / Definition
1.	GoH	Government of Haryana
2.	HLD	Haryana Labour Department
3.	EMD	Earnest Money Deposit
4.	HQ	Head Quarters
5.	INR	Indian National Rupees
6.	IPR	Intellectual Property Right
7.	IT	Information Technology
8.	MIS	Management Information System
9.	O&M	Operation and Maintenance
10.	TOR	Terms of Reference (referring to this document)
12.	RFP	Request For Proposal
13.	SLA	Service Level Agreement
14.	TPA	Third Party Agency
15.	SP	System Partner
16.	SRS	Software Requirement Specifications
17.	IEC	Information Education and Communication

## Definitions

The definitions of various terms that have been used as part of this RFP are as follows:

- i. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and HLD including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- ii. **“Authorized Representative / Competent Authority”** shall mean any person authorized by either of the parties i.e. Bidder and HLD.
- iii. **“Bidder/ Agency/ Implementation Partner (IP)”** means any firm offering the solution(s), service(s) and /or materials as required in the RFP. The words **Bidder/ Agency/ Implementation Partner (IP)** when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the Contract shall mean the successful party with whom HLD signs the agreement for rendering of services for implementation of this project.
- iv. **“Party”** means HLD or Bidder individually and **“Parties”** mean HLD and Bidder, collectively.
- v. **“Client”** will mean HLD.
- vi. **“Proposal / Bid”** means the Technical and Financial bids submitted for this project against this RFP.
- vii. **“Request for Proposal (RFP)”** means this document and its annexure and any other documents provided along with this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
- viii. **“Requirements”** shall mean and include schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.

- ix. **"Default Notice"** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- x. **"Law"** shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.
- xi. **"LoI"** means Letter of Intent, which shall constitute the intention of HLD to place the Purchase/Work Order with the successful bidder.
- xii. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- xi. **"IEC"** Information, Education and Communication which will be used to create awareness and publicity about HLD, its implementation and benefits to the stakeholders.



## **Introductions**

HLD invites proposals from eligible companies/agencies to undertake activities for creating awareness (IEC) for the Labour Department, Haryana.

Selection of Bidder shall be carried out as per the procedure laid down in this document.

The validity of the project will be for a period of 01 Plus 1 year from the date of issue of Work Order. HLD reserves the right to terminate the purchase order/agreement at any time owing to deficiency of service, sub-standard quality of contents provided, insolvency/ performance of selected agency(s), adoption of unethical practices and/or other situations involving material breach.

## **Instructions to Bidders**

### Introduction, terms and conditions

1. Haryana Labour Department issues this RFP for “Selection of Agency to undertake activities for creating awareness (IEC)” for the Labour Department, Haryana.
2. These instructions should be read in conjunction with information specific to the consulting services contained in the Notice inviting tender, Data Sheet and accompanying documents.
3. The Bidder is to submit Technical and Financial Proposal and selection shall be based on methodology specified in the Data Sheet.
4. The Bidder shall submit only one Proposal in its own name.
5. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation
6. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the contract without thereby incurring any liability to the bidder
7. It is the responsibility of the bidder to ensure that the bids are submitted on time.
8. The HLD reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
9. The HLD reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meet the interest of the HLD.
10. The HLD reserves the right not to accept bid(s) from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by the Government investigating Agencies/Vigilance Cell.
11. All information contained in the TENDER, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agencies.
12. No increase in the prices would be allowed during the contract period.
13. Formation of consortium for this project in all the respective stages is NOT allowed.
14. The duration of this tender for HLD will be for a period of 01 (one) year from the date of signing of contract. Post the initial period of 01 (one) year it may be extended for another 01 (one) year based on performance and mutual agreement.
15. The details regarding eligibility criteria, scope of work, application procedures, selection methodology and other terms and conditions have been clearly stated in the RFP document that can be downloaded from the e-Procurement website i.e. <https://etender.hry.nic.in>
16. HLD shall deduct Income tax at source as per relevant income tax rules (TDS and GST TDS as applicable) and shall provide TDS certificate for the same to the respective agency as and when the work order is issued for respective projects thereafter.

For Hassle Free Submission of Bids, Please read instruction on <https://etenders.hry.nic.in>

### **Payment of Application Processing Fee and EMD**

1. The Bidders shall have to pay for the tender fee (as per Section 1- point No.8), EMD (as per Section 1-point No. 9) & eService Fee of Rs.1180/- online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks.
2. The Payment for tender fee and eService Fee can be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts. The Payment for EMD can be made online directly through RTGS/NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mentioned in the challan.
3. The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fails to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.
4. Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.

## **Scope of Work**

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

HLD requires support for communications management and outreach to undertake activities under the schemes/services/compliances of the Labour Department, Haryana. The agency will work to develop and execute an overall strategic marketing and communications plan.

## **About Department**

The Labour Department is responsible for the enforcement of various labour laws in which the appropriate government is the state government. These laws provide for basic working conditions, statutory terms of employment including welfare and also for maintenance of industrial relations. This involves other stakeholders' i.e. the employers and the employees. It is incumbent upon the labour department to not only ensure the implementation of labour laws in letter and spirit but also to maintain a balance in the industrial relation so as to ensure productivity and economic growth.

### **The primary objectives of HLD are:**

- To implement labour laws for ensuring basic statutory working conditions and labour standards.
- To maintain and foster industrial peace and harmony.
- To ensure and promote industrial safety and health.
- To eliminate employment of all forms of child labour.
- To ensure social justice with productivity and growth of industry.
- To provide and promote labour welfare measures for enhancing the quality of life of the workforce.
- To create ever-improving conditions for women workers by following policies, which take into account their special needs at the workplace.
- To continuously strengthen and facilitate the functioning of the Labour Courts for adjudication of industrial disputes and claims.

### PAYMENT OF TENDER DOCUMENT FEE AND EMD

Sl No	Item	Amount	Reference
1	Tender Document Fee & E Service Fee	Rs. 2,000/-	The Payment for Tender Document Fee and E Service fee of Rs.2, 000/-+ Rs. 1180/- (Non-refundable) can be made by eligible bidders online directly through debit cards and internet banking
2	EMD	Rs. 2,00,000/-	The Payment for EMD Rs. 2,00,000/- (Two Lakhs) can be made online directly through RTGS/NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mentioned in the challan.

## **Disclosure**

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;

Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with HLD any other donor of development funding, or any contracting authority; Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes, etc.

## **Anti Corruption**

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases HLD will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in HLD -financed activities, and Bidders will be blacklisted by the HLD.

## **Blacklisting**

The Company/Agency should not earlier be blacklisted or under sub-judice or pending litigation/ action, suit, proceeding or investigation by any State/ UT Government or Central Government/ department/ agency / any Indian tribunal in India from participating in the bidding process.

## **Only one Proposal**

Bidders shall submit one bid only and if found that the bidder is participating thru joint venture/ consortium etc. with other companies also in the same tender. Then all of the bids submitted by him shall be liable to be rejected with further action against him.

## **Preparation of Proposals Language of Proposals**

The Proposal and all related correspondence exchanged between the Bidder and the HLD shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

## **Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **Instructions for submission of Proposal**

Proposals must be submitted online on or before the time specified in the tender document on the e-Procurement website <https://etenders.hry.nic.in>.

## **Documents comprising the Proposal**

Bidders shall submit the Technical proposal along with EMD and e-service fee  
The Technical Proposals will be opened at the date and time specified.

## **Submission instructions**

The Bidder shall submit a proposal and use the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

## **Proposal Validity**

Proposals shall remain valid for the period of 180 days in the Data Sheet commencing with the deadline for submission of Technical Proposal as prescribed by HLD.

A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by HLD.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.

During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the proposal. HLD will make its best effort to complete negotiations within this period.

## **Format and Signing of Proposals**

These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.

The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unnamed printed literature, shall be signed or initialized by the person signing the Proposals.

Any interlineations, erasures, or overwriting shall be valid only if signed or initiated by the person signing the Proposal.

## **Deadline for Submission of Proposals**

Proposals must be submitted to the address specified and delivered on or before the time specified.

HLD may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the HLD on any matter related to its Technical Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.



## **Opening of Proposals**

HLD will open Technical Proposals on the date and time specified in the RFP.

## **Evaluation of Proposals**

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.

## **Undue Influence**

Any attempt by a Bidder to influence HLD in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its proposal.

## **Clarification of Proposals**

To assist in the examination, evaluation, comparison and post-qualification of Proposals HLD may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the HLD shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the substance of the Proposal shall be sought, offered, or permitted, after the opening of Technical Proposals, except to confirm the correction of arithmetic errors discovered by HLD in the evaluation of the Proposals, if required

## **Non-conformities, Errors and Omissions**

HLD will correct arithmetical errors during evaluation of Technical Proposals on the following basis:

- (1) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (2) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (3) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified.

### **HLD right to accept any Proposal, and to reject any or all Proposals or Re-issue the tender**

HLD reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals or re-issue the tender at any time prior to Contract award, without thereby incurring any liability to the Bidders or onus on HLD.

### **Award of Contract Notification**

Prior to the expiration of the Proposal validity period, HLD shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, HLD shall notify all other Bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract

### **Signing of Contract**

Promptly after notification, HLD shall send to the successful Bidder the Contract and the Special Conditions of Contract. Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to HLD. All formalities of negotiation and signing of contract will be completed within twenty-one (21) days of notification of award.

### **Earnest Money Deposit (EMD)**

Bidders shall submit along with the Proposal an EMD of INR 2, 00,000/- (Indian Rupees Two Lakh only) payable online via Haryana e-procurement portal. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by HLD.

The EMD shall be forfeited;

If a Bidder withdraws its bid during the period of bid validity.

In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

## Security Deposit

The successful tenderer/ bidder shall be required to deposit Performance Security Deposit as per Provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4I BII (2) dated 20-10-2016 as under:-

S No	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- # Haryana Based Micro and Small Enterprises (MSEs)  Haryana based other firms/enterprises	@0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)  @2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
2	Other States/ UTs based firms	@3% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
# Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/UdyogAadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire Work/Supply Order by their enterprise. The conditions governing the above may kindly be seen in the notification dated 14.12.2020.		

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque payable at Chandigarh office within 15 days after agreement.

## **Price Fall Clause**

The agencies will need to ensure that price charged for the services supplied under the tender by the agency shall in no event exceed the lowest price at which the agency provides the services of identical description to any other person/client during the period of contract and that the prices charged by the agency are not in any way higher than those quoted to or charged from the HLD or any other State Government or Government institutions

If at any time during the period of contract, the firm reduces the sale price of such services to any other department/person/client at a price lower than the price chargeable under the subject contract, the agency shall forthwith notify such reduction to the HLD and the price payable under the subject contract of services supplied after the date of coming into force of such reduction shall stand correspondingly reduced for services made or to be made under the subject contract.

Agency, if awarded works as per terms and conditions of the tender document to be issued at a later date will be required to give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to any other department of State Government, etc., during the corresponding period. The Indenting Officer will also ensure that the requisite certificate is given by the concerned agency /firm on the bills before releasing their payments.

## Payment terms, timelines and Deliverables

S. No.	Particulars	Timeline	Payment
1	Signing of agreement between HLD and Bidder – Development Fees as Mobilization of team Advance	T + 2 days	10% of the quoted amount
2	Sign off on yearly activity Calendar	T+15 Days	10% of the quoted amount
3	Monthly Progress report	Invoiced Monthly	80% of the quoted amount to be divided equally and paid monthly

The agency shall raise an invoice with a monthly progress report to the committee.

The remaining 80% of the quoted amount shall be divided equally and invoiced on a monthly basis.

Note: - T= signing of agreement between both the parties

In case there is a delay of 200% with respect to the given timeline or non-satisfactory performance of the service provider, the authority reserves the right to take action against the agency as deemed proper (such as cancellation of order, increase of penalty percentage etc).

Penalty will not be applicable if the delay is not attributable to the agency

Maximum penalty capping is 10% of the respective item.

## Grievance Redressal Mechanism

Grievance Redressal Mechanism for participating Bidders/ Agencies shall be as per the details given below: -

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 and as listed below:

After the final scrutiny of the Technical Bids by HLD the final status of the bidders being As per

Notice Inviting Tender(NIT)/ Not as per Notice Inviting Tender (NIT) will be intimated to all the participating bidders/ agencies within two days of the approval of proceeding of the final Technical Committee for the said tender. The decision will be conveyed to the bidders/agencies electronically at their registered E-Mail ID/ Hard Copy.

All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their As per NIT/ Not as per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason.

HLD will examine the representation/ complaints so received from the bidders/ firms and take a final decision on the same within 5 working days. The five working days will be counted from 6th day to 10th working day of the total Grievance allotted duration of 10 working days.

No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

In case, some serious issue is observed during the examination of representation/ complaint of the bidder/ firm as in Para (c) above, the same may be finalized/ filed or if required may be brought to the notice of the Labour Commissioner , Haryana Labour Department during the finalization of the subject procurement.

## **Prevention of Cartel Formation**

In case of evidence of cartel formation by the agencies/bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to the Government like filing complaints with the Competition Commission of India and/ or other appropriate forums, blacklisting, etc. In case an agency is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

### **Description of Personnel:**

The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out the Services of each of the Consultant's Key Personnel are described in Eligibility Criteria.

### **Penalty for exit/replacement**

Replacement of personnel shall generally not be allowed during the contract period. The replacement of agreed personnel by the bidder will be allowed in the event of disability/death of the incumbent as reasons for replacement of personnel or in case of personal reasons for leaving the bidder organization by the individual with the present employer.

In case of failure to meet the standards set for delivering the project, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the personnel without any penalty for replacement/exit.

The replaced personnel will be accepted by the HLD only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the HLD. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the HLD. There shall be no gap in the replacement of the personnel.

The penalty per personnel would be imposed if a personnel who has not resigned is removed from the project by the bidding agency.

If removed within 3 Months: Rs. 50,000/-

From 3 months to 6 Months- Rs. 20,000/-

Beyond 6 months- Rs 10,000/-

(In case of point d & e above, the replacement procedure will be as per the terms mentioned at point above).

However, HLD is free to relieve any personnel at any time during contract period for reasons recorded in writing by serving 15 days advance notice.

The company will be liable to provide the suitable replacement as per the terms mentioned at point c above.

## **Termination**

The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, interlaid, the following:

1. The successful bidder has failed to perform any instructions or directives issued by the Haryana Labour department which it deems proper and necessary to execute the scope of work under the RFP, or

2. The successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by HLD despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by HLD.

3. The successful bidder has failed to conform with any of the specifications as set out in the RFP or has failed to adhere to any amended direction, modification or clarification as issued by HLD and which HLD deems proper and necessary for the execution of the scope of work under this RFP;

4. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;

5. The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;

6. The successful bidder has failed to comply with any terms and conditions of this RFP;

In the event of any default by the successful bidder as stated above HLD will issue a Notice to the bidder in writing setting out specific defaults / deviances / omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of HLD. In case, the successful bidder fails to remedy the default to the satisfaction of HLD. HLD will be entitled to terminate the Agreement in full or in part.

### **Force Majeure**

Neither HLD nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than five (5) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

### **Patents, Copyright & Intellectual Property Rights**

Intellectual Property Rights for any software developed for this project shall lie with HLD. If a third party claims that a product/services delivered by the selected consultant to HLD infringes that party's patent or copyright, the selected consultant shall defend HLD against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by contractor, provided that HLD.

Promptly notifies the selected consultant in writing of the claim and allows the selected consultant to control, and cooperates with him in the defence and any related settlement negotiations

### **Limitation of the Liability**

Limitation of liability for this engagement will be capped at 100% of the fees paid to consultant

### **Project Location, facilities, Duration & Resources**

- The resources asked in this RFP are to be deployed full time as per the working calendar of HLD department in its Chandigarh office.
- However, as per requirement these resources may travel to districts for better management and coordination work and the expenses for the same in Travel, Lodging Boarding for travel out of Chandigarh shall be reimbursed by HLD as per actual on submission of bills with supporting.
- Seating with stationeries and facilities like printer, table, chair, internet, papers, and cartridges shall be provided by HLD.
- A non-billable project director should be proposed by the selected bidder during the contract signing phase that shall be available for critical meetings and review of the project.



**Terms of Payment:**

All invoices are to be raised by the consultant on Monthly basis. The invoices submitted shall commensurate with achievement of the scheduled milestones of the Month and also the previous milestones. All invoices are deemed to be accepted unless disputed within 30 days from the receipt of the invoice by the client.

**Bid Submission, Opening of Bids and Award of Contract:**

The Bids shall be submitted online on Haryana e- procurement portal as per the Document.

A Bid Evaluation Committees will be constituted by the Labour Department for scrutinizing the bids received to determine whether they are complete and as per the bid notice. Offers from bidders not meeting the pre-qualification criteria will be rejected.

The Client shall be under no obligation to accept the lowest or any other response to the RFP received and reserves its right to reject all or any of the offers without assigning any reason whatsoever.

If any information and details furnished by the bidders are found to be false or any information withheld that comes to the notice at a later date, the proposal/offer of such bidder will be cancelled immediately and appropriate action would be initiated against the bidder

Bidder is required to furnish documentary evidences, to prove its credentials claimed, such as certification/ work order/ contract document/ information available in public domain/ from the client/ completion certificate where applicable)

**Selection Procedure**

Combined Quality and cost Based Selection (QCBS) method will be followed during the overall selection process. Financial bids of only technically eligible bidders shall be opened after the Technical evaluation.

## Technical Evaluation

Detailed Parameters	Marks	Requirement
<p>Organization Profile Average Annual Turnover of Bidder during the last 3 financial years. (FY 2018-19, FY 2019-20 and FY 2020-21)</p> <p>50 lakh :10 marks            INR.50-80 lakh : 15 marks            More than 80 lakh :20 marks</p>	20	<p>Audited Financial statements with Auditor's certificate (with CA's Registration Number/Seal)            (FY 2018-19, FY 2019-20 and FY 2020-21)</p>
<p>Past Experience</p> <p>Prior experience (past 3 years) in working in a project in a State/ Central Government Organization/ PSU/ International Organization</p> <p>Value of single work order            Minimum 20 lakh - 10 marks            Value of single work order 20-50 lakh-(15 marks)            More than 50 lakh- (20 marks)</p>	20	<p>Work Orders/ Service Agreement or Completion Certificate from the client./ relevant certificate</p>
<p>Technical Presentation</p> <p>Understanding of the project            Approach and Methodology</p>	25	Presentation

Proposed solutions for Effective implementation of Schemes	10	
Resource Profile	25 (bifurcation as below)	
<p>Creative Head / Chief Media Coordinator</p> <p>Post Graduate in Mass Communication/ Mass Media/ Media/ Advertising/ Branding/ Public Relation/ Journalism/ Design/ Animation/ Graphics with at least 10 years experience in working on implementation of varied projects in Govt./PSUS/Corporations/International organisations.</p> <p>Experience 6 – 8 Years: (3 marks) Experience more than 8 Years: (5 marks)</p>	5	<p>relevant CV in the required format submitted duly attested</p> <p>Experience in developing and executing media strategy, brand promotion, branding marketing of events and organizing public relation activities, conceptualization, design and development of creative knowledge products Experience in leading teams for Media, PR &amp; Design Projects. Should have handled/ coordinated at least one Media Campaign for a Central State Government or its agency.</p>
<p>Design Expert-Art</p> <p>Graduate/ Post Graduate in Design/ Animation/ Graphics with at least 3 yrs of experience</p> <p>3 – 5 years (3 marks) Experience more than 5 years (5 marks)</p>	5	<p>Experience in Conceptualization, design and development of creative knowledge products.</p>
<p>Copywriter</p> <p>Graduate/ Post Graduate in Mass Communication/ Media/ Advertising/ Branding/ Public Relation/ Journalism with at least 3 years of experience.</p> <p>Working experience of 4–6 years (3 marks) Experience more than 6 years (5 marks)</p>	5	<p>Experience in developing and executing media strategy, brand</p>

<p>Client Servicing</p> <p>Any Graduate/ Post Graduate with at least 3 years of experience. Experience of minimum 2 years (3 marks) Experience of more than 2 years (5 marks)</p>	<p>5</p>	<p>Experience in client servicing</p>
<p>Social Media Manager</p> <p>Graduate / Post Graduate / Diploma in Digital Marketing with Minimum experience of 5 years (3 marks) More than 5 years (5 marks)</p>	<p>5</p>	<p>Relevant CV in the required format submitted duly attested</p>

**Evaluation of Technical Bid:**

Weighted Technical mark (WT) will be given on the basis of the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP. The presentation will be held as per the date mentioned in the data Sheet.

Bidder with A minimum of 80 marks as per the technical evaluation sheet shall be eligible for weighted Technical Marking

$$\text{Weighted Technical Mark (WT)} = (\text{Bidder's actual Technical Score} / \text{Highest Technical Score}) * 80$$

**Evaluation of Financial Bid:**

For financial evaluation, the total cost indicated in the Financial Bid excluding all Taxes will be considered.

The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

$$\text{Weighted Financial Mark (WF)} = (\text{Lowest Financial Bid Amount} / \text{Bidder's Actual Financial Bid Amount}) * 20$$

**Combined and Final Evaluation:**

The composite mark is the sum of weighted Technical and Financial Marks. The ratio of

$$\text{Combined Marks (TM)} = \text{Weighted Technical Marks (WT)} + \text{Weighted Financial Marks (WF)}$$

Thus, the combined mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the marks, which is calculated based on the above formula. The highest-ranking Bidder as per the combined mark will be selected in this tender

**Others:**

Bidder is expected to examine all instructions, forms, terms, specifications etc. in the bidding documents. Failure to furnish the information required by the bid documents or submitting a bid not substantially responsive to the bid documents in every respect may result in the rejection of the bid.

The Labour Department reserves the right to:

- Change any condition including technical specifications even after inviting the proposals with/ without prior notification
- Modify the documents by amendment
- Extend the deadline for the submission of bids

# Scope of Work

## About Labour Department, Haryana

The Labour Department is responsible for the enforcement of various labour laws in which the appropriate government is the state government. These laws provide for basic working conditions, statutory terms of employment including welfare and also for maintenance of industrial relations. This involves other stakeholders' i.e. the employers and the employees. It is incumbent upon the labour department to not only ensure the implementation of labour laws in letter and spirit but also to maintain a balance in the industrial relation so as to ensure productivity and economic growth.

### **OBJECTIVES**

- To implement labour laws for ensuring basic statutory working conditions and labour standards.
- To maintain and foster industrial peace and harmony.
- To ensure and promote industrial safety and health.
- To eliminate employment of all forms of child labour.
- To ensure social justice with productivity and growth of industry.
- To provide and promote labour welfare measures for enhancing the quality of life of the workforce.
- To create ever-improving conditions for women workers by following policies, which take into account their special needs at the workplace.
- To continuously strengthen and facilitate the functioning of the Labour Courts for adjudication of industrial disputes and claims.

## **MISSION**

To work towards creating an atmosphere wherein both workers and management perform their legally laid down roles, which will, in turn, contribute to the economic growth of the State.

## **VISION**

The Labour Department understands the needs of transparency and to minimize, wherever possible, to eliminate the discretionary powers of the officers in implementation of the Labour Laws. To achieve this vision, the Labour Department has formulated and published policies like Transparent Inspection, Self Certification and Third Party Certification. The delivery of Citizen Centric Services through e-service is going to help in harnessing the maximum benefits of these policies. The Citizen Centric Services of the Labour Department have been brought under the ambit of the Right to Service Act, 2014 so that applicant gets his rightful service in stipulated time period.

## **Scope of work**

- To development and implement campaigns/strategies for maximum outreach of the schemes.
- Conceptualizing, designing, printing and other pre- press work like brochures, booklets, primers, guidelines, folders, leaflets, posters, coffee table books, postal stationeries etc.
- Conceptualizing and designing including writing of copy of the press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports etc.
- Conceptualizing and designing material for outdoor activities like hoardings, bus/train panels, bus Shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.
- Conceptualizing and designing materials for dissemination of information through social media and innovative mediums like web pages, internet, and mobile telephone and for interpersonal communication.
- Conceptualizing and design non-traditional and attractive merchandise for different audiences as per requirement.
- Advising the Government on appropriate communication strategy including media options and formats for campaigns.
- The materials for all the above formats are required to be made in Hindi and English.
- Assistance in Event Management and Support during crisis management.
- Public relations activities.
- Exhibition management

## **The detailed scope of work is as follows:**

### **Communication Strategy:**

To devise the communication strategy and assist the communications team of the Labour Department, Haryana to achieve objectives of all schemes/services/compliances.

### **Branding**

- Develop design and creative material to support execution of a communication strategy, based on long-term and short-term objectives.
- Develop branding tools such as a distinct logo.
- Develop visual consistencies, such as colour schemes, fonts and other templates to ensure uniformity through online and offline outreach material,
- Develop outreach material including brochures, publications, websites, presentations, signage, and other publicity materials.
- Proactively aid in identifying outreach/communication opportunities to brand schemes/services and initiatives of the Labour Department, Haryana.
- Deliver with due quality assurance:
  - i. Website/ Microsite/ New page Design (with device compatibility),
  - ii. Develop designs for various events (as per requirements), and create audio-visual material for social/ broadcast media.
- Provide design support for organizing/managing any events/ activities undertaken for the project (including conferences/seminars).

### **Content Development & Management for Social Media:**

Provide support for writing/ editing developing and Posting content for:

- Social Media Outreach,
- Communication activities.



**Media Relations:**

- (a) Develop designs/creative/content (graphics/ info graphics/ posters/ factoids etc.) for attractive and easy dissemination of information to media and the public,
- (b) Proactively suggest and design all outreach related material as per requirement of the project/organization, based on the nature of the event, and
- (c) Identify appropriate media channels and media houses to widen the dissemination of activities/events/ reports etc.

**Training sessions and Leadership programmes:**

- (a) To derive Strategic Training programmes and leadership programmes.
- (b) Proactively suggest and design all outreach related material as per requirement.

## Pre-qualification Criteria (Mandatory):

The Technical evaluation will be carried out for the Companies/Agencies meet the pre-qualification criteria as defined below:

S.No.	Qualification Criteria	Supporting Documents Required
1	The bidder should be registered in India under the companies Act 1956/ Limited liability Partnership Act 2008 with their registered office in India as on date.	Certificate of Incorporation issued by the registrar of companies. Partnership Deed (In case of Partnership)
2	The bidder should be operating in the field of branding/ publicity/ awareness from the last three financial years.	3 years old purchase order copy/ agreement copy for branding/ publicity/ awareness work from reputed brands/ organizations.
3	Average Turnover from last 3 years should not be less than 50 lakhs	Audited annual financial statement and certified statement from the current statutory auditors of the company for the FY 2018-19, 2019-20, 2020-21.
4	The bidder must have executed at least 01 work order done of branding/ publicity/ awareness of any government organization/ PSUs/ Banks etc during the last 3 years of any government for minimum project value of 20 lakhs	Relevant agreement copy/ work order copies to showcase experience/ client certificate.
5	The design/ creative agency must have the capacity to produce following: Communication strategy and creative campaigns for various media including TV, Newspaper and Magazines advertisement of various sizes. Studios capabilities to creative artworks various media including Prints, Web and Portal design. Design/ Artwork for the web banners of various sizes and other web advertising properties. Animated video films and videos of 30 seconds to five minutes.	Undertaking regarding ownership of the solution quoted/certificate from the current authorized signatory of the company.
6	The bidder should not have been blacklisted as on the last date of submission of bid by any government department/ agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ ineffective performance.	Certificate from the current authorized signatory of the company.

Note:

- The proposal of the Agencies who have cleared the minimum qualification score of 80% shall be ranked on the basis of technical score (St) and only their financial proposals will be opened.
- **Financial Evaluation:** In this process, the financial proposal of the Agency declared qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

## Performance Requirements/SLA

The purpose of this Service Level Agreement (SLA) is to clearly specify performance criteria that shall be adhered to by the bidder for the duration of the project.

#	Major Area	Parameter	Requirements
1	A communication strategy covering locations, stakeholders and suitable media plan and	Communication strategy should be prepared within 15 days of agreement	Proposed strategy shall include all the study and trends
2	Branding the Benefits/ Compliances/ Services of HLD targeting all stakeholders and beneficiaries	Develop and design the creative arterial, branding tools, outreach material, Website, audio-visual material, design support for organizing/managing Conferences/seminars to support execution. Within 7 working days after receipt	Softcopy and Hardcopy of each to be submitted within 7 days after the approval of communication
3	Content Development and Social Media Management	Support in developing, editing, hoardings, social media, messages and IVRs, press releases, audio visual content, feedbacks and training manuals and guidelines.	As per strategy and on regular basis to be included in monthly report.
4	Media Relations	Identify and coordinate with appropriate media channels to widen the dissemination of activities/ events/ reports under the Project Preparation of media Plan for different campaigns	Complete details of the work undertaken during the month supporting documents and bills, as well as copies of the creative and publicity material designed/ produced during the month, for which the bills are submitted.

### **Bidder Responsibilities:**

- i. Nominate a person in the capacity of a Project manager, who will serve as the single point of contact for the department and shall attend all meetings related to the project.
- ii. Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.
- iii. Finalize the detailed requirements and suggest any improvements to the processes being followed by the department with respect to the project.
- iv. Provide final contents in terms of audio visual and outreach.
- v. Provide implementation and other support services, as proposed and mutually agreed upon, to ensure that the campaign is implemented as per communication strategy plan that is agreed upon.
- vi. Facilitate audit and assessments, as and when required.
- vii. Submit periodic reports and support project reviews as may be agreed and necessary.
- viii. Shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices
- ix. Shall observe sound management practices, and employ appropriate advanced technology and safe methods and shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the department, and shall at all times support and safeguard the department's legitimate interests in any dealings with Sub- consultants or third parties.

## Department Responsibilities:

- i. Nomination of a nodal officer for this project.
- ii. Carry out project tasks which fall under the Departmental responsibility, within reasonable time limits, particularly in matters related to reviews, approvals, acceptance, etc.
- iii. Make timely payments to the Bidder and Provide the required timely access to personnel, clarifications, and decisions and to resolve any issues as may be necessary for the selected bidder to carry out their obligations under this contract (including the communication strategy).
- iv. Report technical issues to the selected bidder's personnel for resolution.
- v. Provide required basic logistic and administrative support both at the field level and state headquarter level in due course of the project to execute successfully.
- vi. Assistance and Exemptions: Department will use its best efforts to ensure that the Government will provide the Creative Agency with work permits and such other documents as necessary to enable the Creative Agency to perform the Services:
- vii. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

## Payment Schedule

S. No	Particulars	Payment Schedule
1.	Resource mobilisation and Signing of the agreement	10% of the Quoted amount
2.	Sign off on Research and Yearly activity calendar	10% of the quoted amount
3.	On submission of monthly reports , to be paid equally per month in 12 instalments	80% of the quoted amount

The Company shall submit the monthly bills in triplicate, along with the status report of the work done. .

The Tax Deduction at Source (T.D.S) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the company by HLD.

## Supporting Documents

### *Form 1: Proposal Cover Letter*

[Date] RFP No.:-

To,  
The Labour Commissioner,  
Labour Department, Haryana  
30 Bays Building, Sector-17, Chandigarh

Dear Sir,

**Ref: RFP for Selection of Agency to undertake activities for creating awareness (IEC) for Labour Department, Haryana**

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for proposed project solution. To meet such requirements and provide such services as required and are set out in the tender document. We attach hereto the tender response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, to adhere to the implementation plan (Project schedule for providing Services in Implementation of proposed project put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and HLD or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 180 days from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and HLD.

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to HLD is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead HLD as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response without assigning any reason whatsoever.



It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this          Day of                                  2022

(Signature)  
(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)                                  Seal/Stamp of bidder

Witness Signature:.....

Witness Name:.....

Witness Address:.....

**Form 2: Pre-qualification Criteria Checklist**

The criterion for pre-qualification is as per the following checklist, to be attached by the Bidder with suitable proofs against the checklist as part of the "pre-qualification bid". Bidders are also required to attach the Annexure 1 forms appropriately as part of the Pre-qualification Bid.

Sl. No.	Qualification Criteria	Supporting Documents Required	Compliance (Yes/No)
1	The bidder should be registered in India under the Companies Act 1956/Limited Liability Partnership Act 2008 with their registered office in India for the last three years as on date.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation issued by the Registrar of Companies.</li> <li>• Partnership Deed.</li> </ul>	
2	The bidder should be operating in the field of branding/publicity/awareness from the last three financial years.	3 years old Purchase Order copy/Agreement Copy for branding/publicity/awareness work from State / centre Govt / PSUS/ Banks / Govt corporations and department	
3	Average Turnover from last 3 years should be not less than Rs. 50 Lakhs ( 2018-19, 2019-20,2020-21)	Audited Annual Financial Statements and Certified statement from the	
4	The bidder must have executed at least 1 job of branding/publicity/awareness of any Govt. organization/PSU/Banks/Limited Company during last 3 years of minimum project value of Rs.20 lacs per annum.	<ul style="list-style-type: none"> <li>• Certificate from the authorized signatory of the client</li> <li>• Relevant Agreement Copy/Work Order copies to showcase experience/Client Certificate</li> </ul>	

Sl. No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
5	The bidder should not have been blacklisted as on the last date of submission of offer by any Government department/agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.	Certificate from the current authorized signatory of the Company.	

Dated:

Place:

Signed & sealed:

(Authorized representative of the firm)

*Form 3: General information of the bidders*

General Information			
Details of the Bidder			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Details of Authorized person			
Name			
Address			
Mobile Number		Email	
Landline Number			

Dated:

Place:

Signed & sealed:

(Authorized representative of the firm)

**Form 4: Bidder's Authorization Certificate**

To,  
The Labour Commissioner  
Labour Department,  
30 Bays Building, Sector-17, Chandigarh

<Bidder's Name> ----- <Designation>-----  
----- Is hereby **authorized to sign & stamp relevant documents on behalf** of the Company in dealing with Tender of reference <Tender No. and Date>----- . He is also authorized to attend meetings and submit Technical and Financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory

<Name>

Seal

-----  
This tender document is not transferable

***Form 5: Declaration for Conflict of Interest***

I, authorized representative of \_\_\_\_\_, hereby solemnly undertake as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with HLD. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

In the event of any change/deviation from the factual information/declaration HLD reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

***Form 6: Declaration for Authenticity of Documents submitted***

I, authorized representative of \_\_\_\_\_, hereby solemnly undertake that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of pre-qualification, technical and financial bids are in the same format as given in the RFP and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form 9 of this document.

In the event of any change/deviation from the factual information/declaration HLD reserves the right to terminate the contract without any compensation to the bidder / agency

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

***Form 7: Declaration for Completeness of the Bidding Documents***

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm that the complete solution to accomplish the requirements of the RFP (and inter alia the SLAs) has been understood and has been factored in the documents submitted as a part of proposal/bid for "Selection of agency to undertake activities to create awareness (IEC) for Labour Department, Haryana".

**I also confirm that the company is not Blacklisted or Banned by any State / central Government or any Government Institution in India.** In the event of any deviation from the factual information/ declaration HLD reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:



***Form 8: Declaration for Unconditional Bidding Documents***

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm that the Bid documents submitted as a part of pre-qualification, technical and financial bid are unconditional in all respect considered for - "Selection of agency to undertake activities for creating awareness (IEC) for Labour Department, Haryana."

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

***Form 9: Declaration for Complete Responsibility***

I, authorized representative of Bidder \_\_\_\_\_ for the purpose of bidding for Selection of agency to undertake activities for creating awareness (IEC) for Labour Department, Haryana. I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects.

In the event of any deviation from the factual information/ declaration of the Labour Department, Haryana reserves the right to terminate the contract without any compensation.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

***Form 10: Declaration for Source Code and Intellectual Property Rights***

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm to the IPR rights as defined in this RFP document.

In the event of any deviation from the factual information/ declaration of the Labour Department, Haryana reserves the right to terminate the contract without any compensation.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

**Form 11: Team Composition and Task  
Assignments Professional Staff**

Name of Staff	Area Expertise	of	Position Assigned	Task Assigned

Dated:

Place:

Please Note: -

- a. This information should be provided for all key staff.
- b. The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section

Signed & sealed:

**Form 12: Curriculum Vitae (CV) for Proposed Professional Staff Template**

1. **Proposed Position** [only one candidate shall be nominated for each position]:

2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_

3. **Name of Staff** [Insert full name]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

S.NO	Educational Qualification	Name of College/ University	Month & Year of Passing	Marks Obtained.
1.				
2.				
3.				
4.				
5.				

6. **Total Years of Post-Qualification Experience:**

\_\_\_\_\_.

7. **Other Training** [Indicate significant training since degrees under "5 - Education" were obtained]:

8. **Languages** [For each language indicate proficiency: Yes/No in speaking, reading, and writing]:

S.No	Languages	Read	Write	Speak
1.	English			
2.	Hindi			
3.	Punjabi			
4.	Any other Language.			

9. **Employment Record** [Starting with present position, list in reverse

order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

**10. Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

**Form 13: Covering Letter**

To,  
The Labour Commissioner  
Labour Department  
30 Bays Building, Sector-17, Chandigarh

**Subject:** RFP for Selection of agency to undertake activities for creating awareness (IEC) for Labour Department, Haryana

**Reference:** Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,  
We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of RFP for Selection of agency to undertake activities for creating awareness (IEC) for Labour Department, Haryana do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

**1. PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- The proposal covers optional cost items and cost for additional work resulting from scope changes as specified in this document

**2. TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

**3. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this financial Bid.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Designation: \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_  
S  
eal.

Business Address: