Himachal Pradesh Power Corporation Ltd. Request For Proposal [RFP] for Empanelment of Advertising Agencies for HPPCL Public Relations Cell

Himfed Building, BCS New Shimla-171009 (H.P.) Cost of Tender document:- **Rs. 1000/-**[Total no. of Page 32, including this page]

SCHEDULE OF RFP (Request for Proposal)

1.	Name of Work	Request for Proposal [RFP] for Empanelment of Advertising Agencies for Himachal Pradesh Power Corporation Ltd.
2.	Earnest Money	Rs. 10,000/- in the form of Demand Draft (DD) from Nationalized Bank
3.	Cost of Tender Document	Rs. 1,000/- in the form of Demand Draft (DD) from Nationalized Bank
4.	Period of contract	Three years from the date of issue of award letter. Extendable by yearly basis till five years depending on the performance of the Advertising Agencies.
5.	Last date & time of sale of tenders	21 st February, 2019 upto 16:00 hrs.
6.	Last date & time of submission of Bids	22 nd February, 2019 upto 16:00 hrs.
7.	Date & time of opening of Technical bids	23 rd February, 2019 at 14:30 hrs.

HIMACHAL PRADESH POWER CORPORATION LTD. PUBLIC RELATIONS CELL Tender Notice Empanelment of Advertising Agencies for HPPCL

Director (Personnel), HPPCL on behalf of MD, HPPCL invites applications from advertising agencies for empanelment for the scope of work mentioned in the tender document.

HPPCL invites proposal from reputed advertising agencies for the publicity and advertising works. The Advertising Agencies will be required to give inputs in terms of creativity, editorials, visuals etc. for various print and electronic media including TV, Print, Radio, Exhibitions, etc. Accordingly HPPCL intends to empanel result oriented, professionally managed and competent advertising agencies fully accredited with Indian Newspapers Society(INS) not having any Notice of Disaccreditation (NOD) issued by INS in the last three years, having a good track record, not having any consistent underperformances for undertaking various PR/Advertisement jobs at its Corporate Headquarters(CHQ).

Bids are invited from fully INS Accredited Advertising Agencies for the empanelment of advertising agencies for development of placards, designs, scripts, and other publicity methods through different vehicles of publicity.

The agencies shall be of repute with enough experience and competence to deliver the requisite inputs at short notices and shall meet the technical requirements as mentioned in the tender document. The Agencies who apply for this work should fulfill the following criteria:

- (i) Agency must be in business for the last 10 years, having total cumulative turnover not less than Rs.10 Crores p.a., during the financial year 2015-16, 2016-17 and 2017-18 (audited figures) out of which 50% shall be in respect of Print Media. The turnover certificate also indicating 50% turnover is from print media shall be duly signed & authenticated by the Chartered Accountant and shall be attached alongwith P&L A/C & Balance sheet in support.
- (ii) The Agency should be fully accredited with INS for the last 5 years and no NOD (Notice of Dis-accreditation) should have been issued by the INS during last 5 years. A certificate duly signed by the Auditors of Advertising Agency shall be attached.

- (iii) The Company's Corporate Office with sufficient manpower, i.e. more than 10 persons, shall be in Delhi/Chandigarh and a local Office in and around Shimla will be preferable. A certificate duly signed & authenticated by Chartered Accountant shall be attached.
- (iv) The agency shall be registered with the competent authority for VAT and Service Tax, etc. A certificate duly signed & authenticated by the Chartered accountant shall be attached.
- (v) The agency shall have reputed clients with national presence and currently empanelled with at least three establishments viz. Central/State Power Sector PSUs, Central/ State Govt., Public Limited Companies. A list of clients duly attested by Chartered Accountant shall be attached.

Agencies fulfilling the above criteria should collect the Tender document from the office of Manager (PR), HPPCL, Corporate Office, Himfed Building, BCS, New Shimla on working days, from 1000 hrs to 1600 hrs. The Tender document will be issued against a payment of Rs. 1000/- in the form of a Demand Draft in favour of Himachal Pradesh Power Corporation Ltd., payable at Shimla or it can be downloaded from HPPCL website www.hppcl.gov.in and its cost of Rs. 1000/- shall be attached along with the application in the form of a Demand Draft of Rs. 1000/in favour of Himachal Pradesh Power Corporation Ltd. payable at Shimla. However the applications shall be supported with refundable Earnest Money Deposit of Rs.10,000/-(Rs. Ten thousand only) in the form of a Demand Draft on a Nationalized Bank payable in favour of Himachal Pradesh Power Corporation Ltd. payable at Shimla.

Tenders not in the prescribed format and not containing the desired information will be rejected without any notice.

The sealed tender superscribed **'Empanelment of Advertising Agencies'** should reach the Office of Dy. General Manager (P&A) on or before **22nd February**, **2019** upto **16:00 hrs.** positively (after which no proposal will be accepted).

The proposals submitted by the agencies will be opened on **23rd February**, **2019** at **14:30 hrs**. in the Conference Hall of Corporate Office of HPPCL by the authorized committee. The owners of Agencies or their duly authorized representatives who wish to attend may be present at the venue. Thereafter, the technically qualified agencies will be called for the presentation before the committee. The Theme of presentation shall *be "Projection of HPPCL and its works, in prominent way*

through social media and other innovative media." Also develop three designs of advertisement on HPPCL branding and image building. A CD presentation along with a hard-copy is to be submitted with tender document. The maximum time allowed for presentation will be 10 minutes. The date, time and venue of presentation will be informed separately. HPPCL reserves the right to reject/cancel the tender at any time without assigning any reason. No correspondence in this regard shall be entertained.

The draft agreement is only indicative and may undergo changes as per the absolute discretion of HPPCL. However no clarifications will be issued on the draft agreement.

[Public Relations Cell]

Tender Document

For

Empanelment of Advertising Agencies In Himachal Pradesh Power Corporation Ltd.

Cost of the Tender Document: Rs. 1000/-in the form of a Demand Draft in favor of HPPCL, Shimla Sale of tender: From **14th February, 2019** to **21st February, 2019 (1000 hrs to 1600 hrs** on all working days)

Last date for submission: 22nd February, 2019 upto 1600 hrs.

Earnest Money Deposit: Rs. Ten thousand only (Rs.10,000/-)

1. Introduction:

Himachal Pradesh Power Corporation Ltd., a State Govt. owned company with a mission of development and prosperity of Himachal Pradesh through Power development target to develop 281 MW Power generating capacity by June, 2019 and 861 MW by the year 2024. The Govt. of Himachal Pradesh has allotted 21 hydroelectric projects with a capacity of 3114 MW for implementation. These projects are at different stages of execution.

2. Procedure for Empanelment

a) "**Tender Document**" can be purchased at a cost of Rs. 1000/- in the form of a Demand Draft in favour of Himachal Pradesh Power Corporation Ltd. payable at Shimla from the office of Manager (PR), Corporate Office, HPPCL, Himfed Building, BCS, New Shimla-171009 (H.P.) or it can be downloaded from HPPCL website www.hppcl.gov.in and its cost of Rs. 1000/- shall be attached along with the application in the form of a Demand Draft of Rs. 1000/- in favour of Himachal Pradesh Power Corporation Ltd. payable at Shimla.

b) Complete documents as requisitioned in the tender document, duly super scribed as **"Expression of Interest for Empanelment of Advertising Agency"** for HPPCL shall be submitted on or before **22nd February**, **2019** up to **16:00 hrs** in the office of **DGM (P&A)**, **Corporate Office**, **HPPCL**, **Himfed Building**, **BCS**, **New Shimla-171009 (H.P.)**.

c) The offers will be evaluated thereafter based on the Evaluation Criteria at Para 4 & 5 of this document. The entire submission of documents along with relevant support sheets of A4 Size should be properly spiral bound, each page duly serial numbered, and all the pages duly signed by the authorized signatory with company's seal. No loose / separate sheets will be accepted. Information flow should be strictly as per the Form-II/Data Sheet provided and no deviation shall be entertained. Deviation may attract rejection of the application without assigning any reason.

d) The proposals submitted by the agencies will be opened on **23rd February**, **2019** at **14:30 hrs**. in the Conference Hall of H.P. Power Corporation Ltd. at its Corporate Office by the authorized committee members. The agencies who wish to attend may be present at the venue.

3.0 Duration of Empanelment

The term of empanelment shall be for a period of **three years** extendable by yearly basis till five years depending on the performance of the Advertising Agencies. However HPPCL reserves the right to take a final decision on this.

4.0 **Qualifying/ Eligibility Criteria**:

4.1 An agency, not meeting any one of the following criteria shall be summarily rejected and shall not be considered for evaluation. Documentary evidence in this regard and a certificate duly signed by Chartered Accountant shall be given for correctness of the information. Canvassing in any form will attract disqualification.

i) Agency must be in business for the last 10 years, having total cumulative turnover not less than Rs. 15 crores per annum, during the financial year 2015-16, 2016-17and 2017-18 (audited figures) out of which 50% shall be in respect of Print Media. The turnover certificate indicating that 50% turnover is from print media shall be submitted duly signed by the Chartered Accountant.

- ii) The Agency should be fully accredited with INS for the last 5 years and no NOD (Notice of Dis-accreditation) should have been issued by the INS. The latest certificate of INS accreditation issued during the year 2017-18 should also be attached. A certificate duly signed by Auditors of Advertising Agencies shall be attached.
- iii) The Company's Corporate Office with sufficient manpower, i.e. more than 10 persons, shall be in at least one of the cities viz. Delhi and Chandigarh. Certificate duly signed by Chartered Accountant shall be attached. A Local office at Shimla with permanent staff will be preferred.
- iv) The agency shall be registered with the competent authority for GST. A certificate duly signed by Chartered Accountant shall be attached. PAN No. should also attached.
- v) The agency shall have reputed clients with national presence and currently empanelled with at least three establishments viz. Central/State Power Sector PSUs. Central/ State Govt., Public Limited Companies. A list of clients duly attested by the Chartered Accountant shall be attached.
- 4.2 Details to be furnished regarding No. of employees including Copywriter, Advt. / Media Director, Client Manager in Delhi/Chandigarh. These staff members shall be the regular employees of the Company having record for payment of EPF etc. to be certified by the Company Chartered Accountant. Applicant shall not be a Franchisee and Franchisers will not be entertained. Details in this regard are to be submitted along with the "Offer Document" in the enclosed format.
- 4.3 Availability of complete infrastructure at Headquarter in Delhi/Chandigarh/Shimla of the Agency, details to be furnished as part of the Data Sheet for evaluation as given in the tender document.
- 4.4 Proven Experience in Advertising and other PR assignments i.e. release of NIT, Recruitment Ads, Press Releases, Classified Ads, corporate campaigns etc. proof to be attached as part of the Data Sheet for evaluation as given in the tender document.
- 5.0 **Evaluation criteria**: The process of Empanelment shall be as follows:
- 5.1 All the applications will be scrutinized to assess their eligibility based on the "Eligibility Criteria" as mentioned at para 4. The offers not meeting the said criteria shall be summarily rejected.

5.2 All the eligible applications will be evaluated based on the 'Parameters', referred in para 4.1 – 4.4 and as per the format given in the Data Sheet (Form-II), including corporate strengths, media strength and PR services and a CD presentation to be submitted along with the 'Offer Document". The evaluation criterion is summarized in the Data Sheet for evaluation, in the tender document.

6.0 Scope of Work:

The scope of work for empanelment of agencies is defined at Annexure-I. Any other work related to corporate publicity, media campaign, printing etc. will also form part of the scope of work which may be decided on time to time basis by HPPCL.

7.0 **Submission of 'Tender '**

- 7.1 The agency shall submit following documents along with the 'Tender'i) Proposal for empanelment The Form I
 - ii) Particulars required for empanelment of Advertising Agencies the Form II.
 - iii)Certificate duly signed by the Chartered Accountant & Authorised Signatory incorporating all the parameters mentioned in the tender document at various clauses. The enclosed Certificate (Form 1) is only a sample.
- 7.2 All the documents shall be complete in all respect, duly supported by the relevant attachments mentioned therein and shall be cross referenced for the relevant criteria in the tender document.
- 8.0 Job Allocation/Mode of Release of Payment /Bills & Payments by HPPCL and other terms and conditions are as follows:
- 8.1 The empanelled agencies will be required to offer services for routine advertisement releases and other PR jobs. The designs/creatives developed by the agencies shall be the property of HPPCL and no separate payment in this regard will be made by HPPCL.

The services of Empanelled Agency may also be utilized for designing and printing of other publicity materials such as posters, calendars, stickers, greeting cards, brochures, leaflets, banners, mementos etc. Whenever asked, agency must prepare these designs and arrange printing with professional skill and submit within stipulated time.

- 8.2 Charges for jobs other than press advertisements like printing, production of multimedia animation, TV / radio jingles, setting-up of stalls in trade fairs / exhibitions etc. will be decided on competitive bidding basis amongst the empanelled agencies or through any other media or agency.
- 8.3 Bills raised for advertisement releases should invariably be supported by the media bills, voucher copies and other relevant documents in duplicate. Payment in each case will be made after verifying these documents.
- 8.4 The Agency will not be paid for developing creative options, translation of material from English to Hindi or into any other Indian language. The creative developed for advertisement, brochures, panels of exhibition stalls, etc. will be the property of HPPCL and Agency will provide soft copy in open format for any use by HPPCL.

9.0 **Other Terms and Conditions**:

- 9.1 The term of empanelment shall be for a period of three years extendable by yearly basis till five years depending upon the performance of the individual Advertising Agencies. HPPCL however, reserves the right to take a final decision on this without assigning any reason, thereof.
- 9.2 The HPPCL management reserves the right to select or reject any application without assigning any reason, thereof.
- 9.3 HPPCL reserves the right to terminate the services of the agency at any time without assigning any reason, whatsoever. Such decision shall be binding on empanelled agencies.
- 9.4 In case of large number of agencies becoming eligible as per the given criteria, HPPCL reserves the right to restrict the number of agencies to be empanelled as per its requirements based on any related criteria.
- 9.5 The agencies are required to submit an undertaking certifying that their agency has not ever been blacklisted by any of the organization including government/PSUs, etc.; for any reason at any point of time. Further they are

fully accredited agency of INS for the last 5 years and have not been issued any NOD (Notice of Dis-accredition) over the last 5 years.

- 9.6 Softwares and creative elements used by the Agency must be original and bills / licence can be checked by HPPCL at any point of time.
- 9.7 The Agency shall select their best art work, creatives issued from January, 2018 and attach copies in A4 Size and link them with the appropriate items in the Data Sheet Form; i.e. Form I & Form-II.
- 9.8 The list of professionals, on roll, at each office of the Agency should be submitted. This statement shall be attested by the Chartered Accountant & the authorized signatory and HPPCL can get it checked for correctness at any point of time. The information be linked with the appropriate item of the Data Sheet Form; Form I & Form II. They shall be regular employees of the agency for which EPF etc. are being paid by the Agency on regular basis.
- 9.9 No Dues Certificate in respect of any major media house shall be provided as part of the documents.

9.10 Mode of Release of Advertisement.

- 9.10.1 Agency shall release the advertisement only to the publications as indicated in the Release Orders issued by HPPCL.
- 9.10.2Agency shall ensure that HPPCL's advertisements appear in the specified newspapers on a prominent position in a conspicuous and impressive manner while occupying minimum space as approved by HPPCL.
- 9.10.3 Agency shall undertake designing, type setting, art work, preparation of block, translation if required, and matrix as well as art work with multiple options of media (atleast three) estimates required for release of advertisement, free of cost, without any charges payable by HPPCL, irrespective of size of advertisement, or number of newspapers to which display advertisement is to be released.
- 9.10.4 No incidental charges of any nature will be payable by HPPCL to cover any such cost incurred by the Agency during the process of execution of release orders issued by HPPCL.

- 9.10.5 Agency shall also ensure that advertisements are published in time, as stipulated in Release Orders. It should be published in the newspapers immediately without loss of time at any stage. Any deviation may attract adverse entries in the performance of the agency. It should be properly positioned and correctly reproduced as per Release Order copy. In case of late publication of the advertisements after stipulated period / date, it will be the discretion of the HPPCL to impose a penalty of Rs. 1000/- for each lapse and / or disallow partial / total payment.
- 9.10.6 In case any portion of the advertisement matter as contained in the Release Order is not clearly understood, the agency shall immediately obtain a clarification, ensuring that there is no mistake, and this process should not delay the publication of the advertisement.
- 9.10.7 The agency will ensure timely delivery of advertisement material and release order to the newspapers.
- 9.10.8 In case there is an error in publication of the advertisements as compared to advertisements text material provided by HPPCL, agency shall arrange to publish the corrigendum immediately, under advice to this office, at its own cost. No bills shall be raised to HPPCL and HPPCL will not pay any charges for publication of the published corrigendum, whatsoever. If considered necessary, HPPCL may ask the Agency to publish correct advertisement again for which no payment shall be made by the HPPCL.
- 9.10.9 The Agency will ensure that the language of advertisements published in the newspapers of other languages should be same as the language of the newspapers in English until and unless specially instructed by HPPCL on the Release Order.
- 9.10.10 Translation of material for various newspapers and in various languages and proof reading will be the responsibility of the Agency.
- 9.10.11 All the display advertisements, layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by HPPCL, prior to release to the newspaper. Size of advertisements should be got

approved from HPPCL or his representative and bills should be claimed strictly in accordance.

- 9.10.12Agency shall charge the current approved rates until and unless it is specially / otherwise stated by this office in the Release Order. In case any newspaper mentioned in the Release Orders does not accept the approved rates and charge commercial rate or the newspaper does not have rate contract approved by the DAVP, the agency will obtain approval from HPPCL in advance, prior to publication of advertisement.
- 9.10.13Agency shall render free service to HPPCL in regard to collection of advertisement materials from HPPCL, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc., deputing its staff as frequently as required.
- 9.10.14 HPPCL also reserves the right to design as well as release any advertisement, directly to the newspapers or through any other media or agency.
- 9.10.15 HPPCL also reserves the right for release of any advertisement from any agency on the panel. HPPCL may also draw a plan deciding the turn of agencies for convenience of day to day working; however it would not be binding upon HPPCL to give all advertisement according to plan drawn.
- 9.10.16Whenever required, the Advertising Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by HPPCL.
- 9.10.17 Advertisement material taken, after type setting / designing should be submitted in duplicate on the same day for approval of HPPCL.
- 9.10.18 Release Order will ordinarily be issued after approval of the typeset matter.
- 9.10.19 It is the responsibility of the agency to ensure that correct and readable advertisement is published in the newspaper. If correct advertisement is not published or is not legible, HPPCL may refuse to release payment for such advertisement.

9.10.20 HPPCL reserves the right to use the logo, design, layout creatives etc. prepared by the Advertising Agency, for releasing advertisements directly by HPPCL or through any other Advertising Agency or any other sources as deemed fit by HPPCL without agency's consent, who designed the advertisement.

9.11 Bills and Payment by HPPCL.

9.11.1 Within 60 days of the release order, the agency will present bills alongwith two tear Sheets of newspapers containing published advertisements; estimate approved by HPPCL, two copies of Release Order issued by this Office, text material provided by this office and copies of DAVP Rates/Rate Cards as applicable. The Bank A/C No., name of Bank with complete address, IFSC code of the bank through which payment of bills will be arranged, should be indicated on each bill. All bills shall be submitted in triplicate, duly marked as original, duplicate and extra copy.

Bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills; further the agency shall ensure that:-

- i) All the bills received from the newspapers have thoroughly been checked and found correct in all respect.
- ii) The amount charged by the newspapers has been checked in respect of rates approved by the DAVP in vogue/Approved Rate/Card Rate and found correct and also in accordance with the estimate approved by HPPCL.
- iii) The advertisement published by the newspapers has been checked and found correct.
- iv) The advertisement against respective Release Order has been published in that very insertion / edition of the newspapers as specified in the Release Order and media plan issued by HPPCL.
- v) Once the Advertising Agency's bill in question has thoroughly been checked and found correct in all respect, even if, later any discrepancy is detected the agency will undertake corrective measures, including reimbursement of excess charges to HPPCL immediately. Agency will also certify that these charges have not been claimed earlier and will not be claimed in future also.
- vi) A set of paper submitted are to be in proper serial numbered.

- 9.11.2 The bill must be raised for the complete release order. Bills not accompanied with tear sheets of the newspapers containing published advertisements will not be considered.
- 9.11.3 The HPPCL reserves right to disallow a part or full payment against any bill, if any of the general or special condition, is violated.
- 9.11.4 In case of exception/unavoidable circumstances, if HPPCL is satisfied, HPPCL may allow the Advertising Agency to submit supplementary bill in respect of advertisement charges against one particular release order.
- 9.11.5 If the rates are enhanced by DAVP after payment of original bills, no supplementary bill will be accepted, and the Agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by HPPCL.
- 9.11.6 The advertising agency will have to submit final advertisement bill, positively within 60 days of Release Order. HPPCL will make payment as per bill after due checks. The Advertising Agencies in all matters will deal with the newspapers at their level including payments and HPPCL will have no liability and / or responsibility in this regard.
- 9.11.7 HPPCL reserve the right to deduct taxes / surcharges imposed by Govt./State Govt./Local Body and penalties imposed by HPPCL, etc. which becomes due, directly from the bills submitted by the agency.

9.12 Earnest Money Deposit:

The Tender Application shall be supported with a refundable Earnest Money Deposit of **Rs. 10,000/-** in the form of a Demand Draft/Pay Order on a Nationalized Bank, payable in favour of HPPCL payable at Shimla. EMD of the unsuccessful applicants shall be released after the process of empanelment is finalized.

9.13 **Performance of the Agency:**

- 9.13.1 The HPPCL shall have the right to terminate the contract with a written notice of 30(thirty) days. Such notices shall be served by the registered post or by hand at the respective address.
- 9.13.2 In case it is observed by HPPCL that the work performed by the agency is not as per the required standard or specified quality the agency will be served with the written notice to that effect calling upon to improve his performance within stipulated time, not beyond 30 days from the date of written notice is sent. If the agency's performance still not satisfactory, a penalty for the first default @ 5% of the bill amount, and for the second default @ 10% of the bill amount and lastly for third default for the 15% of the bill amount may be leviable. After the third default, if the agency commits further default, there shall be no excuse and pardon and HPPCL will have the right to terminate the award of contract/de-panel.
- 9.14 **Number of agencies to be empanelled:** HPPCL will form a panel of three best agencies for the advertisement and publicity works for the period of three years, extendable by yearly basis till five years depending on the performance of the Advertising Agencies.

10. Dispute Redressal:

All disputes or differences arising out of interpretation or in relation to this tender document/agreement shall be resolved through arbitration proceedings under Arbitration and conciliation Act, 1996, by referring the same to the Sole Arbitrator appointed by Director(Personnel), HPPCL,. The Courts at Shimla shall have exclusive jurisdiction in such matter.

11. General Conditions:

- 11.1 All the layouts including design and artwork of the display advertisements will be strictly subject to approval by HPPCL prior to release for publication in the Daily Newspapers & periodicals. Translation in newspaper's language and proof reading will be the total responsibility of Advertising Agency.
- 11.2 The Advertising Agency will also ensure to maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from HPPCL, so that in case of any complaint received from newspapers, it may be examined thoroughly by HPPCL.

- 11.3 After publication of the advertisement, the Advertising Agency will have to arrange the payment of advertisement bills of the newspapers pertaining to publication of HPPCL advertisements regularly as per INS rules, failing which empanelment of Advertising Agency may be cancelled and security deposit will also be forfeited.
- 11.4 The payment against Advertising bills of newspapers must be released to respective newspapers within 15 days, of receipt of payments from HPPCL, positively.
- 11.5 The Advertising Agency shall render service free of cost to HPPCL in regard to collection of advertisement materials from HPPCL, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff whenever as required.
- 11.6 HPPCL reserves the right to get Advt. designed and release any advertisement directly to the newspaper or through any Advertising Agency not borne on the panel, at any time.
- 11.7 HPPCL also reserves the rights to release any advertisement through any of the Advertising Agency on the panel.
- 11.8 HPPCL also reserves the right to use the logo, design, layout etc. prepared by any Advertising Agency for releasing advertisements directly or through any other Advertising Agency or any other source as deemed fit without the Advertising Agency' s consent which designed the advertisement.
- 11.9 The Advertising Agency will have to ensure compliance with copyright, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The Advertising Agency will be completely liable in all such cases, and no liability shall lie with HPPCL.
- 11.10 The Advertising Agency shall have to accept and get advertisement published at a very short notice in the specified newspapers on the specified date as indicated by the H whenever required.
- 11.11 HPPCL or its representatives have all rights to inspect Advertising Agency's premises including offices at Regions during office hours on any working day and check/inspect any record of the Advertising Agency connected with the working related to HPPCL.
- 11.12 Advertisement material taken, after typesetting/designing must be submitted on the same day for approval of HPPCL.
- 11.13 Release Orders will be issued after approval of the type set material/design.
- 11.14 It is the responsibility of the Advertising Agency to ensure that correct and readable advertisement is published. In case of incorrect and illegible Ads

published by the newspaper, the Advertising Agency must not accept the newspaper's Advertising Bill and should send it back to the newspaper explaining the reasons in writing for not accepting the bill. Copy of such letters should be sent to HPPCL for information.

- 11.15 Any alteration, change, modification, deletion or omission in these conditions may be done by the mutual consent of the both the parties.
- 11.16 If Advertising Agency fails to release and publish the advertisement within the specified time limit as stipulated by the HPPCL or the advertisement is published at a later date, the HPPCL will have every right to impose a penalty on the Advertising Agency and the amount as decided by HPPCL will be deducted from the bills of the Advertising Agency/security deposit.
- 11.17 All creatives submitted along with the application of empanelment will become the property of HPPCL, with HPPCL reserving the right to utilize them for any of their media campaigns with no compensation or remuneration to be offered for the same.
- 11.18 The Advertising Agency shall keep HPPCL indemnified for loss and damages arising out of the non-fulfillment of this agreement by the Advertising Agency.
- 11.19 Propriety of the designs developed for HPPCL by the agencies shall always remain with HPPCL and at no stage the design prepared for HPPCL should be shared with outside agency. For this violation at any stage, the penalty can imposed by HPPCL and shall be deducted from the security deposit without any intimation.

Agreement

This agreement is made at Shimla on this...... day of 2019 between; Himachal Pradesh Power Corporation Ltd. A State Owned Company formed under the Companies Act, 1956 (hereinafter called HPPCL) and having its corporate and registered office at Himfed Building, BCS, New Shimla-171009 (H.P.) through Sh. (Designation)......duly authorized for the purpose, which expression shall unless be repugnant to the context and meaning include its successors, administrators and assigns of the one part;

And M/s..... address..... address..... (Hereinafter called the advertising Agency) through Sh. duly authorized signatory on behalf of aforesaid agency, which expression shall unless be repugnant to the context and meaning include its successors, administrators and assigns of the other part.

WHEREAS; HPPCL desires to empanel accredited advertising agencies for carrying out work of advertising in print and electronic media ,(Detailed scope of work as mentioned in Annexure-I, annexed with this agreement), initially for a period of two years extendable for one year at the discretion of HPPCL.

WHEREAS; The advertising Agency has shown its willingness to undertake the aforesaid assignment(s) as per tender submitted by its on the terms and conditions mentioned therein and HPPCL has accepted the tender/ bid submitted by the said advertising agency.

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1. HPPCL hereby empanel M/s, the Advertisement Agency initially for a period of three years (extendable by yearly basis till five years) from the date of signing of this agreement. HPPCL hereby covenants to pay to the Advertising Agency, the sum which mat become due from time to time in consideration of satisfactory execution of assignment(s) given to it, under the provision of this contract agreement.
- 2. In consideration of the payment to be HPPCL, the Advertisement Agency, hereby agrees to undertake and execute assignment(s) as detailed in Annexure-I for HPPCL and to render such services as may be required by HPPCL and directed to do from time to time.
- 3. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement.

- i. This agreement.
- ii. Annexure-I.
- iii. Tender Notice (Request for proposal) dated.....
- iv. Empanelment letter dated..... Issued by HPPCL.
- v. Acceptance letter dated given by the advertising agency.
- vi. Contract Document dated..... duly signed and submitted by Advertisement Agency or its duly authorized representatives.
- 4. All disputes or differences arising out of interpretation or in relation to this agreement, shall be resolved through arbitration proceedings under Arbitration and conciliation Act, 1996, by referring the same to the Sole Arbitrator appointed by Director(Personnel), HPPCL,. The Courts at Shimla shall have exclusive jurisdiction in such matter.
- 5. This agreement will be executed in duplicate and original copy to be retained by HPPCL and duplicate copy with advertising Agency.

IN WITNESS WHEREOF, the parties aforementioned have executed this agreement in accordance with laws of Republic of India on the date and year first above mentioned.

Signed by

Witness:

Witness:

For and on behalf of Himachal Pradesh Power Corporation ltd. (First Party)

Signed by

Authorized Signatory (Second Party)

ANNEXURE –I SCOPE OF WORK FOR EMPANELLED AGENCIES

- 1. Conceptualization of creatives, designing and media management including release of advertisements in Newspapers, Commercials on Radio etc. for HPPCL for publicity.
- 2. Printing and Production of Publicity Material such as
 - Newsletters
 - Corporate Brochures
 - Diaries
 - Calendars
 - Exhibitions/Posters/Display materials
 - Any other print / production jobs
 - Any other job assigned by HPPCL
- 3. Design & release of advertisements in print media for :
 - NITs
 - Recruitment / Auction notices etc.
 - Classified Ads, Tenders etc.
 - To provide inputs such as circulation figures, cost etc. for various newspapers to plan and decide media plan.
 - To liaise with the newspapers and arrange for release of advertisement and Press Release of HPPCL at a short notice on desired dates by deputing a dedicated person.
- 4. Production of Radio jingles etc. Organizing Exhibitions, setting-up of stalls / pavilions etc.
- 5. To assist in developing and strengthening coordination of HPPCL with Print and Electronic media for better and regular publicity.
- 6. Arranging publication of articles in leading news dailies / magazines
- 7. Any other work related to publicity and corporate communication of HPPCL.
- 8. HPPCL reserves the right to award work to any agency, not necessarily empanelled with HPPCL.

Attachment to Form – I Sample of the Certificate to be signed by the Chartered Accountant

This is to certify that our Agency is in business for the last 10 years, as on 1st January,2019 and cumulative turnover for the financial years 2015-16, 2016-17 and 2017-18 is not less than Rs.15.00 crore out of which at-least 50% is in respect of print Media.

The Agency is fully accredited in INS for the last 5 years and no NOD (Notice of Disaccreditation) has been issued by the INS to the Agency over the last 5 years. The latest INS accreditation certificate issued in the year 2018-19 is also attached.

The Agency has its corporate office with sufficient manpower, i.e. more than 10 persons, in at-least one of the cities Delhi/Chandigarh.

The list of Officers at various offices, financial details and INS Registration Number are enclosed.

This is to certify that we meet all the terms and conditions mentioned in the tender document and in case any deficiency is noticed at a later date, my application can be summarily rejected without any further consideration in this regard.

Ours is not a Franchise Company.

Signature
Full Name
Designation
Address
(Authorised Representative)

Company Seal

FORM-II

DATA SHEET FOR PARTICULARS REQUIRED FOR EMPANELMENT OF ADVERTISING AGENCIES

To be submitted by the Advertising Agencies in the following form/order in respect of each item. All documents to be attached in support shall be of A4 size, serial numbered, stamped (company seal) and signed by the authorized signatory/CA and shall be spiral bound. (No loose sheet shall be accepted).

Marks shall be allotted in case the agencies are eligible to participate as per the eligibility criteria mentioned in the Tender Document.

Sr. No.	Criteria/Item with details	For official use	Benchmar	·k (s)		
1	Headquarter/Branch in Delhi/Chandigarh/Shimla with documentary evidence. The agency should have a full fledged office with sufficient manpower, i.e. 10 persons in Headquarters. (A letter confirming these details shall be attached). Please furnish information with supporting documents in the same order , indicate Page No. relevant for marks. Page No. Page No. Page No.	Max Marks 6	Location (City) Delhi Chandigarh Shimla	Staff Strength	Year since operation	Marks

2.	Staff Strongth full time	Max	Category	No	of Staff			Marks
Ζ.	Staff Strength, full time		Gategory			indigarh	Shimla	Marks
	with documentary		Сору					
	evidence	6	Writer					
			Art/Med					
			Director					
			Client					
			Manager	•				
			Graphic Designer	-				
			Other					
			Total Sta	.ff				
	Diseas formish information with		Total Sta					
	Please furnish information with supporting documents in the							
	same order, indicate Page No.							
	relevant for marks.							
	Page No.							
	Page No.							
	Page No.							
3.	Annual Turn over the	Max		*7	D · ·	0.1	m · 1	N 1
	last 3 years (Audited	Marks	Sr. No.	Year	Print Media	Other than	Total	Marks
	figures)	8			Meula	print		
	inguiesy	Ŭ	1	2015-		1		
				16				
				2016-				
				17 2017-				
				18				
			TOTAL	-	1			
			Certificate	from C	hartered	Accounta	nt for bre	eak-up of
			figures give					up 01
	Please furnish information with							
	supporting documents in the							
	same order , indicate Page No. relevant for marks.							
	relevant for marks. Page No.							
1								
	I PAGE NO		1					
	Page No. Page No.							
	Page No. Page No.							

4.	Proven Experience of Service to	Max					
1.	Govt./PSUs in Power Sector in	Marks	Sr. No.	Nos	s. of	Govt.	Marks
	the areas of Advertising , Public	1 Tur no	0111101		bartmen		1 Iul Iu
	Relations, NIT, Classified	6		-	Sector PS	-	
	advertisements ,Corporate	0	Power Sec			,05	
	Campaign (Proof to be attached)		PSU				
	campaign (11001 to be attached)		Other PSU	S			
	Give details of Govt./PSUs in		Other State/Cen	itra			
	Power Sector clients being		l Govt. De				
	served during the last three						
	years						
	years						
	Please furnish information with supporting						
	documents in the same order , indicate						
	Page No. relevant for marks.						
	Page No. Page No.						
	Page No.						
	Page No.						
5.	Empanelment with Himachal	Max					
0.	DPR	Marks					
		2					
6.	Availability of complete	Max					
	infrastructure at respective office	Marks	Sr. No.	Item	Yes/No	Qty	Marks
	of Agency	8	1	Comput			
		0	2	ers Colour			
				Printers			
	Please furnish information with supporting		3	Scanner			
	documents in the same order, indicate Page		4	FAX &			
	No. relevant for marks. Page No.			Photoco			
	Page No. Page No.		5	pier Binding			
	Page No.		-	&			
	Page No.			Laminat ion			
	Page No.			Machine			
			6	Other			
				equipm ent			
			TOTAL				
			MARKS				
<u> </u>		1					

7.	Best four creative media	Max					
/.	campaigns handled, with value,	Marks	Sr. No.	PM	F	М	
	during the last three years	6	1	1 1 1		1•1	
	a)Print Media	0					
			2				
	b) Electronic Media		3				
	· · · · · · · · · · · · · · · · · · ·		4				
	Please furnish information with supporting				TC	DTAL	
	documents in the same order, indicate Page No. relevant for marks.						
	Page No.						
	Page No.						
	Page No.						
	Page No.						
	Page No.						
8.	Four best prestigious jobs, other						
0.	than above during the last three	Max		List fo	or (a)		
	years	Marks	Sr. No.	Power	Sector	Marks	
	-	6		PSU			
	, 0	0	1				
	reports/Brochure/Calend		2				
	ars/Greeting Cards		3				
	(attach proof)		4				
			-	ТОТА	I.		
	b) AID & EM Dadia					I	
	b) AIR & FM Radio			List fo	or (b)	-	
	(attach proof)		Sr. No.	Power PSU	Sector	Marks	
			1				
			2				
			3				
			4				
				ТОТА	L		
	c) Doordarshan & Electronic			10111	-		
	Media.			List fo	or (b)		
	(attach proof)		Sr. No.	Power	Sector	Marks	
	(attach proor)			PSU			
			1				
	Please furnish information with supporting		2				
	documents in the same order , indicate		3				
	Page No. relevant for marks.		4				
	Page No.			TOT 4	T		
	Page No.			ТОТА	L		
	Page No.						
	Page No.						

9.	Details of National and International Exhibitions organized, during the last three years- Please furnish information with supporting documents in the same order, indicate Page No. relevant for marks. Page No. Page No. Page No. Page No. Page No. Page No. Page No.	Max Marks 6	Sr	. No.	Item		Marks	
10	Awards and letter of appreciation received over the last three years; attach proof	Max Marks 4	Ye	ear	Awards Receiv National Govt/PSUs in Print media/exhibi tions T(Inter Print	national in	Marks
	Please furnish information with supporting documents in the same order , indicate Page No. relevant for marks. Page No. Page No. Page No. Page No. Page No. Page No.							
11	 Hardware and Infrastructure support owned by the company at their disposal, at their registered office in respect of the following services. a) Audio & Video mixing, editing & recording. b) Multimedia & animation. c) 3D animation. d) Road side and outdoor 	Max Marks 06	a b c	lo.))))	Item Audio & Vi mixing, editing recording Multimedia animation 3D animati Road side outdoor hoarding.	& a & ion and	Owned/ Outsourced	Marks
	c) 3D animation.d) Road side and outdoor		e)		2		

12	hoardings. e) Media & PR. f) 24*7 service offered. Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks. Page No. Page No. Page No. Page No. Page No. Brief action plan not exceeding 300 words on the theme "Enhancement of HPPCL image building through social media". Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks. Page No. Page No.	Max Marks 10	f) 24*7 service offered (Y/N)
13	 a) Proven Capability to provide and manage a multimedia lab with requisite staff at HPPCL's premises to cater to the regular and adhoc requirements including odd hour requirements of developing creatives/ press releases / rejoinders, animations etc. b) Whether service will 	Max Marks 02	Attach documentary proof. Criteria Marks As per 13 (a) Image: Comparison of the second sec

	be provided on holidays and beyond office hours also. YES No Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks. Page No. Page No. Page No. Page No. Page No. Page No. Page No.		
14	Proven Capability to position a dedicated professional copy-writer, at a short notice as and when required by HPPCL at Shimla to develop outputs for editorials/ articles, news items, press releases, rejoinders etc. for various journals and other publications on behalf of HPPCL. Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks. Page No. Page No. Page No. Page No. Page No. Page No.	Max Marks 02	Provide sufficient documentary proof with reference to the capability to perform the said item. Criteria Marks
15 .	Presentation to the committee members on the profile and capabilities of the agency and their vision and action plan to improve the image and visibility of HPPCL on sustainable basis in the domestic and international market including devising a media campaign.	Max Marks 20	 Evaluation of the presentation shall include the following criteria. a) Line of approach and language of the text. b) Style of presentation. c) Strategy adopted. d) Rational and relevance of the presentation to the theme. e) Creativity and overall quality of the campaign.

			3.7	т.	
			No.	Item	Marks
	Please furnish information with		(a)	Line of approach and	
	supporting documents in the same			language of the text.	<u> </u>
	order, indicate Page No. relevant		(b)	Style of presentation	
	for these marks.		(c)	Strategy adopted	
	Page No.		(d)	Rational and relevance of	
	Page No.			the presentation to the	
	Page No.			theme.	
	Page No.		(e)	Creativity and overall	
	Page No.			quality of the campaign	
				Total	
16	Accreditation with ABC,	Max			
	Mumbai	Marks		ditation with ABC, Marks	
-		2	Mumb	bai	
	Please furnish information with	2		-	
	supporting documents in the same		Yes/I	No	
	order, indicate Page No. relevant				
	for these marks.				
	Page No.				
	i uge i to.				
	Total				
	Other General Information				
	about the Agency				
	i) Name of the Advertising /				
	Agency				
	ii) Address of Delhi Office/				
	Head Office:				
	Head Nos.				
	Fax No.				
	iii) Full address of the Head				
	Office & Other Branch				
	Offices.				
	Tel Nos.				
	Fax No.				
1	iv) Name of the contact				
	person in Head Office (with				
	designation)				
1	Tel No.				
1	E-Mail ID:				
	Mobile No.				
	v) Year of Establishment				

r	
Legal Status of agency (Proprietary/ Partnership/ Private Ltd. / Public Ltd.)	
vi) Whether Accredited with INS for the last 5 years and continue: Yes/ No. If Yes, INS No Year of Registration Attach letter/ latest certificate. (Information may be verified with INS by HPPCL)	
vii) Any NOD (Notice of disaccredition) issued by INS in the last five years : Yes/ No If yes, how many & when (attach details and current status)	
 viii) Name of Managing Director, Directors and top Management (Separate sheets may be enclosed for elaboration of relevant details.) ix) The agency shall certify that the agency has not been balcklisted / banned from any of the organization / government / PSUs including INS etc. for a reason at any point of time. 	
x) PAN No., Service Tax No, GST No. (attach a photocopy of registration)	

I/ We hereby certify that all the particulars given above are correct and true to the best of my / our knowledge.

Signature	
Full Name	
Designation	
Address	

Note:-

- 1. If needed the agency can use separate sheets for explaining the above points, relevant pages must be referenced in the respective box of the Table.
- 2. HPPCL reserves the rights to verify the facts given by the Agency, with any HPPCL, as and when required.
- 3. HPPCL reserves the rights to accept/ reject any offer without assigning any reason.
- 4. Agencies qualifying in the minimum eligibility criteria only will be considered for the above ranking.

ACEPTANCE LETTER (TO BE PUT IN THE COVER TO)

Dy. General Manager (P&A) Himachal Pradesh Power Corporation Ltd.

ACCEPTANCE OF HPPCL'S TENDER DOCUMENTS – **Empanelment of Advertising Agency**

Sir,

- 1. The tender documents for the work for **Empanelment of Advertising Agency** for HPPCL have been sold to me/us by HPPCL and I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the tender documents and I/We shall abide by the conditions/clauses contained therein.
- 2. I/We hereby unconditionally accept the tender conditions of HPPCL's tender documents in its entirety for the above work.
- 3. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of HPPCL for awarding this contract at any stage during its execution or at the time of payment of bills.
- 4. The required earnest money amounting to Rs..... by way of Demand draft No......Drawn onpayable atis enclosed here with.

Yours faithfully,

(Signature of Tenderer with Date & Seal)