

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE  
CORPORATION LIMITED**

(A Govt. of Andhra Pradesh Undertaking)



**REQUEST FOR PROPOSAL  
FOR  
ENGAGEMENT OF RESEARCH & MEDIA COMMUNICATIONS  
FIRM/AGENCY**

2020

**Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)**

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APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503

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## 1. DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of APIIC or any of its employees or advisers, is provided to Bidder(s) 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 neither an offer nor invitation by APIIC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by APIIC in relation to the Assignment. 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 APIIC, its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) 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. APIIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

APIIC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust 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, completeness or reliability 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 Bid Stage.

APIIC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. APIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that APIIC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Assignment and APIIC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by APIIC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APIIC 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 Bid, regardless of the conduct or outcome of the Bidding Process.

## 2. NOTICE INVITING TENDER

A.P. Industrial Infrastructure Corporation Limited (APIIC)  
APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503  
Tel: +91-863-2381850, +91-863-2381855  
E-Mail: ed@apiic.in

### RFP for Engagement of Research & Media Communications Firm/Agency

**Tender No:** APIIC/ED/R&C/2020-21/1 dated 30.10.2020

APIIC, a fully owned undertaking of the Govt. of Andhra Pradesh, desires to engage a credible professional Firm/Agency as a “Research & Media Communications Firm/Agency” to research feedback and manage communications with citizens/other stakeholders regarding industries sector activities in Andhra Pradesh through traditional as well as digital media. The proposal/bids are invited from credible professional agencies/firms, for this purpose.

The proposal/bids document can be downloaded from the APIIC website [www.apiic.in](http://www.apiic.in) from **30.10.2020** onwards. Terms and conditions, timelines etc. for participating in the proposal/bids shall be as provided in the proposal/bids document. Last date for submission of Bid is **13.11.2020** by **15:00 hrs (03:00 PM)**. Any further communications, amendments etc. shall be available on the website of **APIIC** and there will be no newspaper notification/advertisement in this regard.

Nodal Officer for this Proposal/bids Document shall be Sri. P. Pratap (Executive Director), Email: ed@apiic.in, Phone: +91-863-2381850

APIIC reserves the right to (i) reject any or all bids without assigning any reasons whatsoever, (ii) reschedule / postpone the bid date (s) due to any unforeseen circumstances at any stage of the bid process, (iii) cancel or annul the entire bid process without assigning any reasons whatsoever.

Vice-Chairman & Managing Director  
APIIC

### 3. KEY DATES

S. No.	Event Description	Timeline	Date
1.	Posting of proposal/bids document on APIIC website	T <sub>0</sub>	30.10.2020
2.	Bid Due Date	T <sub>0</sub> + 14	13.11.2020
3.	Announcement of Qualified Bidders	T <sub>0</sub> + 16	16.11.2020
4.	Opening Price Bids & Announcement of Successful Bidder	T <sub>0</sub> + 16	16.11.2020
5.	Issue of Letter of Award (LOA)	T <sub>0</sub> + 16	16.11.2020

**Note:** In case any of the dates fall on a holiday/ Sunday, the date will automatically shift to the next working day

#### 4. DATA SHEET

S. No.	Parameter	Details
1.	Proposal/bids Document Fee	INR 10,000 + 18% GST = INR 11,800 (Rupees Eleven thousand Eight hundred only)
2.	Amount of Bid Security	INR 5,00,000 (Rupees Five Lakh only)
3.	Amount of Performance Security	5% of the Annual Contract Value
4.	Nodal Officer	Sri. P Pratap (Executive Director)
5.	E-mail address for submitting pre - bid queries	<a href="mailto:ed@apiic.in">ed@apiic.in</a>
6.	Address of Corporation	A.P. Industrial Infrastructure Corporation Limited (APIIC) APIIC Towers, Plot No. 1, IT Park, Mangalagiri Guntur – 522503 Tel: +91-863-2381850, +91-863-2381855 E-Mail: ed@apiic.in
7.	Proposal/bids No.	APIIC/ED/R&C/2020-21/1

## 5. SECTION - I

### 5.1 General

The Andhra Pradesh Industrial Infrastructure Corporation Limited (“APIIC”), a fully owned undertaking of the Govt. of Andhra Pradesh, desires to engage a credible professional Firm/Agency as a “Research & Media Communications Firm/Agency” to research feedback and manage communications with citizens/other stakeholders regarding industries related activities in Andhra Pradesh through traditional as well as digital media. The proposal/bids are invited from credible professional agencies/firms, for this purpose. The scope of work to be taken by the Firm/Agency has been broadly spelt out in Section II.

The Firm/Agency/firm must have in-house production capability. All other requirements such as manpower, tools, applications, creative content, advertising etc. will have to be met by the them. Firm/Agency must have expertise in these activities. The entire data and intellectual property generated from the activity will be owned fully by the APIIC. The firm has the responsibility to store the same and provide it to APIIC whenever required. They will also have the responsibility to maintain the backup, storage and recovery mechanism. The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the APIIC. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the Firm/Agency. All the real, virtual & digital creations will be the property of APIIC and the Intellectual Property Rights (“IPR”) will vest with APIIC. The Firm/Agency will also ensure that all the creations submitted by them to the APIIC are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the former.

### 5.2 Schedule & Critical Dates

The tentative schedule and critical dates are shown below:

S. No.	Event Description	Timeline	Date
1.	Posting of proposal/bids document on APIIC website	T <sub>0</sub>	30.10.2020
2.	Bid Due Date	T <sub>0</sub> + 14	13.11.2020
3.	Announcement of Qualified Bidders	T <sub>0</sub> + 16	16.11.2020
4.	Opening Price Bids & Announcement of Successful Bidder	T <sub>0</sub> + 16	16.11.2020
5.	Issue of Letter of Award (LOA)	T <sub>0</sub> + 16	16.11.2020

- 5.2.1 The complete details for the RFP can also be downloaded from APIIC's website [www.apiic.in](http://www.apiic.in). Interested Bidders are advised to regularly visit the website in order to update themselves about any change or additional information related to the proposal/bids.
- 5.2.2 The APIIC reserves the right to amend the document for RFP, tentative schedule and critical dates. It is the sole responsibility of prospective Bidders to go through APIIC's website [www.apiic.in](http://www.apiic.in) from time to time for any updated information.

### **5.3 PROCEDURE, TERMS AND CONDITIONS**

- 5.3.1 The RFP is to be submitted on two bids basis i.e. Technical Bid & Financial Bid, where techno-commercial details such as experience certificates, qualification document etc. shall be verified first. The Technical Bid & Financial Bid in sealed cover in separate envelopes should reach the office of APIIC, on the below address, not later than the prescribed last date of submission of bids. Bids submitted after the due date and time would not be considered and summarily rejected. It is the responsibility of the Bidder to ensure that the bids are received in time by the deadline.

**The Vice Chairman & Managing Director  
AP Industrial Infrastructure Corporation Limited (APIIC)  
11<sup>th</sup> floor, APIIC Towers, Plot No. 1, IT Park, Mangalagiri  
Guntur – 522503**

Note:- The two sealed/closed covers (i.e. one sealed/closed cover for the TECHNICAL BID + EMD + Proposal/bids Fee, and another sealed/closed cover for the FINANCIAL BID) should be further put in a sealed/closed Master Cover/Envelope superscribed with the "Proposal (RFP) for Research & Media Communications Firm/Agency", along with the Name, Tel. No. and email ID of the Bidder's contact-person.

- 5.3.2 The Proposal/bids of Bidders who do not qualify the eligibility conditions shall be forthwith rejected and their price bids shall not be opened.
- 5.3.3 The EMD of INR 5,00,000/- in the form of Demand Draft in favor of AP Industrial Infrastructure Corporation Limited (APIIC) payable at Mangalagiri is required to protect the interest of APIIC against the risk of Bidder's conducted which would warrant forfeiture of the Bid Security.
- 5.3.4 All bids will remain valid for 180 days from the date of submission
- 5.3.5 The APIIC reserves the right to solicit additional information from Bidders individually and collectively. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
- 5.3.6 The APIIC 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 APIIC.
- 5.3.7 The APIIC also reserves the right to negotiate with the successful Bidders placed in the interest of the Government, subject to government rules and procedures in the matter.
- 5.3.8 The APIIC reserves the right not to accept bid(s) from Firm/Agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.



- 5.3.9 All information contained in the RFP document, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the Bidder with any other organizations / agencies.
- 5.3.10 The Firm/Agency selected will not use its name, logo or any other information/ publicity on content published on social media platforms of the APIIC.
- 5.3.11 The Firm/Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- 5.3.12 All material, artwork used in management of social media network will be property of the APIIC. Content shared online must be copyright protected.
- 5.3.13 All the real, digital virtual creations will be right of APIIC and Intellectual Property Rights (IPR) will vest with APIIC
- 5.3.14 The timeline/schedule of deliverables will be decided as and when the requirement /task activities arise. Bidder should complete the job/activities as and when asked by the APIIC.
- 5.3.15 Bidders in Consortium (2 or more agencies) are not eligible to apply.

**5.3.16 ELIGIBILITY CONDITIONS**

The Bidders should fulfil the following eligibility conditions for participating in the Proposal/bids/Request for Proposal (RFP). The Bidders should enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the Bidder for the smooth and timely execution of the assigned work.

S No	Criteria	Specific requirement	Documents required
1.	Proposal/bids Document Fee	The Bidder shall submit the prescribed proposal/bids document fee	Demand Draft
	Bid Security	The Bidder shall submit the prescribed Bid Security	Demand Draft
		Bidder should be a 1. Partnership firm	<ul style="list-style-type: none"> <li>i. A copy of Partnership Deed and</li> <li>ii. A copy of Power of Attorney (duly registered) in favour of an individual to sign the proposal/bids documents and create liability against the Firm</li> </ul>

S No	Criteria	Specific requirement	Documents required
2.	Legal entity	2. Registered company under Companies Act 2013	i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and ii. A copy of Authorization/ Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the proposal/bids on behalf of the company and create liability against the Company
		3. LLP (Limited Liability Partnership)	i. A copy of LLP Agreement ii. A copy of Certificate of Incorporation; and iii. A copy of Power of Attorney/Authorisation issued by the LLP in favour of the individual to sign the proposal/bids on behalf of the LLP and create liability against the LLP.
		4. Proprietorship	i. A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is the sole proprietor of the Concern
3.	Bidder Turnover	The cumulative turnover of the Bidder over last 3 financial years (FY 2016-17, FY 2017-18 and FY 2018-19) should be atleast INR 2.00 Cr.	Certificate from the statutory auditor / independent chartered accountant, supported by extracts from the audited Balance sheet and Profit & Loss Account The certificate should have

S No	Criteria	Specific requirement	Documents required
			valid UDIN.
4.	Bidder Net – Worth	The Bidder should have a net-worth of at least INR 50 Lakhs as on 31 <sup>st</sup> March FY 2019	Certificate from the statutory auditor / independent chartered accountant, supported by extracts from the audited Balance sheet and Profit & Loss Account The certificate should have valid UDIN.
5.	Technical Capability	During last three (3) years, until the Bid Due Date, the Bidder must have successfully completed atleast two (2) assignments related to Market Research having a cumulative work order value of atleast Rs. 20 lakhs	Copies of work order along with completion certificate of the assignment(s) claimed and which were completed only during the last three years prior to the Bid Due Date. If the duration of an assignment is more than last 3 years, year wise break-up should be clearly indicated and certified by the client
		During last three (3) years, until the Bid Due Date, the Bidder must have successfully completed atleast three (3) assignments related to management of Public Relations / Media Communications with a cumulative work order value of atleast Rs. 30 lakhs	Copies of work order along with completion certificate of the assignment(s) claimed and completed during the last three years prior to the Bid Due Date. If the duration of an assignment is more than last 3 years, year wise break-up should be clearly indicated and certified by the client
6.	GST & PAN	The Bidder must have a valid PAN No. and valid GST registration number.	<ul style="list-style-type: none"> <li>• GSTIN, GST Registration</li> <li>• PAN No</li> </ul>
7.	Authorized representative from Bidder	A power of attorney / copy of Board resolution with due authorization in the name of the person signing the Bid	Scan copy of Original Power of Attorney (notarized) (Annexure) / Board Resolution Copy
8.	Blacklisting	A self-certified letter by the authorized signatory of the Bidder that the Bidder has not	Undertaking by the Authorized Signatory on original letter head of the

S No	Criteria	Specific requirement	Documents required
		been blacklisted by any Central /State Government/Public Sector Undertaking) or under a declaration of ineligibility for corrupt or fraudulent practices as on date of Bid Submission	Bidder with signature and stamp

### 5.3.17 COMMERCIAL CONDITIONS

Apart from the above, each Bidder is required to fulfil the following terms and conditions: -

#### A. EARNEST MONEY & TENDER FEE

- (i) Each Bidder is required to submit Rs. 5,00,000/- (Rupees five lakh only) as Earnest Money Deposit (EMD) in the form of Demand Draft in favour of AP Industrial Infrastructure Corporation Limited, payable at Mangalagiri.
- (ii) **Tender Form Fee:** Bidders must submit tender form fee for Rs. 11,800/- in the form of DD favouring AP Industrial Infrastructure Corporation Limited, payable at Mangalagiri.
- (iii) EMD & Tender Fee should be submitted before the last date for submitting Bid.
- (iv) Bid not accompanied with EMD & Tender fee shall summarily be rejected.
- (v) No interest shall be payable by the APIIC for the sum deposited as Earnest Money Deposit.
- (vi) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (vii) The EMD of the unsuccessful Bidders would be returned after award of the contract
- (viii) (EMD of the successful Bidder shall be returned only after receiving the prescribed performance security)

#### B. PERFORMANCE SECURITY

- (i) Selected Bidder will have to submit a Performance Security equivalent to 5% of the Annual Contract Value of job for one year in the form of the demand draft or bank guarantee from a scheduled nationalised bank in favour of " AP Industrial Infrastructure Corporation Limited" payable at Mangalagiri, within 14 days of issue of letter for Performance Security. Performance Security will remain valid even after 60 days beyond the satisfactory completion of job.
- (ii) The successful Bidder must renew the bank guarantee/draft on same terms and conditions for the period up to contract including extension period, if any.
- (iii) Performance Bank Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues

recoverable/payable from/by the Firm/Agency on any account under the contract.

**C. PERIOD OF CONTRACT**

The contract will be for a period of 1-year subject to the satisfaction of APIIC. If performance is satisfactory, APIIC may extend the contract for a period of 1 year on same terms & conditions, subject to review of performance.

**D. PRICES**

- (i) All the prices must be quoted on unit rate basis in INR along with all applicable charges i.e. professional fee and applicable taxes, duties, etc. (if any).
- (ii) The Firm/Agency must ensure that the prices / rates quoted are all inclusive including the manpower support required for the assignment execution and continuous support during the entire Period of Contract.
- (iii) No increase in the prices would be allowed during the Period of Contract.

**E. AMENDMENT OF TENDER DOCUMENT**

At any time before the submission of bids, the APIIC may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the agencies. To give the Agencies reasonable time in which to take an amendment into account in their bids, the APIIC may extend the deadline for the submission of bid.

**F. CONFLICT OF INTEREST**

- (i) The Firm/Agency is required to provide professional, objective and impartial advice and always hold the APIIC's interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- (ii) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below.
- (iii) **Conflicting Activities:** A Firm/Agency or any of its affiliates, selected to provide consulting assignment/job for this assignment shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this assignment.
- (iv) **Conflicting Assignment/job:** A Firm/Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may conflict with another assignment/job of the Firm/Agency to be executed for the same or for another Employer.
- (v) **Conflicting Relationships:** An Firm/Agency that has a business or family relationship with a member of the APIIC staff who is directly or indirectly involved in any part of the assignment shall not be awarded the Contract,

unless the conflict stemming from this relationship has been resolved in a manner acceptable to the APIIC throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of APIIC, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Firm/Agency fails to disclose said situations and if the APIIC comes to know about any such situation at any time, it may lead to the disqualification of the Firm/Agency during bidding process or the termination of its contract during execution of the assignment.

#### **G. PAYMENT**

The payment will be released to the Firm/Agency on monthly basis on receipt of request, based on work achievement and satisfactory performance. The Firm/Agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the APIIC. No advance payment will be made. All payments shall be made in Indian Rupees.

#### **5.4 PENALTY CLAUSE**

- i. All the documents/code/ application etc. prepared and developed by the Bidder will be the property of the client i.e. APIIC. All designs, reports, other documents and software submitted by the Bidder pursuant to this work order shall become and remain the property of the Client i.e. APIIC and the Bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof.
- ii. If at any given point of time it is found that the Bidder has made a statement which is factually incorrect or if the Bidder doesn't fulfill any of the contractual obligation, the APIIC may take a decision to cancel the contract with immediate effect. Further, performance security of the Firm/Agency may also be forfeited if the performance of the Firm/Agency is not satisfactory.
- iii. In case of late services/no services on a specific activity, in which the Firm/Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% of per week of the cost of contract value up to maximum of 10% of the contract value from the Firm/Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

#### **Termination of Contract:**

APIIC will have the right to terminate the contract at any time without assigning any reason thereof without any prior notice.

#### **5.5 PREPARATION OF BID**

All the bidders are requested to follow the instructions given below while submitting the bids. Proposal should be submitted in two bid basis.

## **5.6 TECHNICAL AND FINANCIAL BID**

Bids should be prepared on standard A4 size paper. Foldouts containing charts, spreadsheets, and oversize exhibits, if any, are permissible. The pages should be placed section wise in a binder with tabs separating. Manuals and other reference documentation, if any, should be bounded separately. All responses, as well as any reference materials presented must be written in English.

### **5.6.1 The Technical Bid should have the following: -**

- i. The Bidder shall submit technical bid in prescribed format as given in Annexure 1. Submission of the different type of Technical bid will result in the proposal being deemed non-responsive.
- ii. Compliance and documentary proof of eligibility condition spelt out in clause 5.3.16 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
- iii. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section.
- iv. A point to point compliance and self-declaration for acceptance of terms and conditions of tender document.
- v. Undertaking (self-declaration on letter head) of total responsibility for the trouble-free operation.
- vi. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of APIIC. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.
- vii. All pages of the document submitted should be signed.

### **5.6.2 The Financial bid must contain the following:**

- i. Forwarding letter including Financial Bid as per Annexure 2, on the bidder printed letter head. Scope of services as per Section II each page duly signed.
- ii. Overwriting / correction in the financial bid is not permitted and any such overwriting in bid shall lead to its rejection.
- iii. No price / rate variation / adjustment or any other escalation will be entertained.
- iv. The price quoted for item at S. No. 1 of the Financial Bid format at Annexure-II should not include the expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid by APIIC to the Firm/Agency on actual basis on production of authentic bills. Firm/Agency should inform regarding such expenditure well in advance.

## **5.7 SIGNING OF BID**

The original and all documents of the Bid shall be signed by the Authorized Signatory of the Bidder.

## **5.8 METHOD OF EVALUATION AND AWARDS OF CONTRACT**

Bidders are requested to submit the all requisite documents as per Tender Document along with their bids; failing to which the bids are liable for rejection.

### **5.8.1 Evaluation of bids**

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the APIIC on any matter related to its Technical and/ or Financial bid. Any effort by the agencies to influence the APIIC in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the Firm/Agency's bid. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of a Firm/Agency.

### **5.8.2 Criteria for Evaluation of Technical bid**

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility criteria. a. Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose bids meet the requirements under this Tender Document shall be declared as the "Technically Qualified Bidders".

### **5.8.3 Criteria for Evaluation of Financial bid**

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

### **5.8.4 Method of Selection**

The lump-sum rate quoted for the complete scope of work (Annexure - 2) shall be the sole criteria for bid evaluation and the L1 bidder shall be adjudged the successful bidder.

### **5.8.5 Negotiations**

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary and shall be held only with the Firm/Agency who shall be placed as successful bidder after combined evaluation of the Technical and Financial bids, as indicated above. This will be subject to Government rules and procedure in the matter. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Firm/Agency.

### **5.8.6 General**

- a) Bids once submitted cannot be amended.
- b) Any Bid which does not quote for all items will be determined to be non-responsive and shall be rejected
- c) The Firm/Agency shall not assign or sublet the contract or any substantial part thereof to any other Firm/Agency, without written consent of the APIIC.
- d) Technical bids and financial bids will be opened, in the presence of Bidder's representatives (One for each bidder), who wish to be present.



## **5.9 COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD**

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

## **5.10 LABOUR LAWS AND SAFETY MEASURES**

- i. Agencies shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, Firm/Agency shall be liable for the same.
- ii. Agencies shall be liable for payments of duties viz. P.F. E.S.I. etc. including any compensation payable under Workmen Compensation Act. APIIC shall have no responsibility or financial or other liabilities towards professional employed by agencies.
- iii. Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to Firm/Agency account.

## **5.11 APPLICABLE LAW AND JURISDICTION**

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts of Guntur.

## **5.12 INSURANCE AND MEDICAL FACILITIES**

- i. It is the responsibility of the agencies to ensure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. APIIC shall not be responsible for any such damages.
- ii. Medical facilities (as per law) for professional including insurance of the professional on site, if any, will be provided by the agencies.

## **5.13 INDEMNIFICATION**

- i. Firm/Agency shall at times indemnify and keep indemnified APIIC against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- ii. Firm/Agency shall at all times indemnify and keep indemnified APIIC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- iii. Firm/Agency shall always indemnify and keep indemnified APIIC against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, salaries, remuneration, compensation or the hike.

- iv. All claims regarding indemnity shall survive the termination or expiry of the work order.

#### **5.14 FORCE MAJEURE**

- i. For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party.
- ii. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

#### **5.15 FAILURE & TERMINATION CLAUSE**

Time and date of delivery and period of execution shall be essence of the contract. If the Firm/Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the APIIC may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- i. Recover from the Firm/Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 5.4 (Penalty Clause).
- ii. Cancel the contract or a portion thereof by serving prior notice to the Firm/Agency.
- iii. The APIIC may take a decision to cancel the contract with immediate effect and/or debar/blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the APIIC or take any other action as deemed necessary.

#### **5.16 FIRM/AGENCY CODE OF CONDUCT AND BUSINESS ETHICS**

The APIIC is committed to its "values & beliefs" and business practices and requires that the Firm/Agency, who provides services, will also comply with these principles.

##### **5.16.1 Bribery and corruption**

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

##### **5.16.2 Integrity, indemnity & limitation:**

Agencies shall maintain high degree of integrity during its dealings with business/contractual relationship with the APIIC. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the APIIC. For avoidance of doubts, no rights shall accrue to the Firm/Agency in relation to such business/contract and

the APIIC or any entity thereof shall not have or incur any obligation in respect thereof. The Firm/Agency shall indemnify in respect of any loss or damage suffered by the APIIC on account of such fraud, misrepresentation or suspension of material facts. The Firm/Agency will be solely responsible for the omission and commission of the employees deployed by them.

## 6. SECTION-II

### SCOPE OF WORK / DELIVERABLE

#### 6.1 INTRODUCTION

On behalf of APIIC, sealed tenders are invited from credible professional agencies for appointment as a “Research & Media Communications Firm/Agency” to research feedback and manage communications with citizens/other stakeholders regarding industries related activities through traditional as well as digital media.

#### 6.2 SCOPE OF WORK

##### A. Market Intelligence & Management Reporting

1. Communicate any news and mentions on APIIC or industries in Andhra Pradesh related activities to the relevant stakeholders which requires their attention. This should include but not limited to detailed monitoring of the print, TV, online media, etc.
2. For traditional and online media, produce a comprehensive report at the end of every month giving detailed coverage for APIIC/industries in Andhra Pradesh related activities and analysis of the same. This should include but not limited to detailed monitoring of the print, TV, online media, etc. for positive/negative and neutral stories.
3. For social media, produce a comprehensive report at the end of every month giving detailed coverage analysis for APIIC/ industries in Andhra Pradesh related activities and analysis of the same covering Social Presence Analysis, Content Analysis of the most engaging post, Buzz Report and Influencer Report. This should include digital media or any other emerging media for positive/negative and neutral stories as also vis-à-vis competition.
4. The insights gleaned from the monitoring of traditional, online and social media shall be augmented by general interactions with stakeholders, to provide holistic view to the Management regarding the implementation of the industries activities by the Corporation, for taking necessary action.
5. No separate charge will be payable for the above which should form part of overall quote.

##### B. Social Media Activities

1. Content creation for APIIC and the Dept. of Industries & Commerce of the Govt. of Andhra Pradesh relating to the industries in the state and forwarding them to the respective Point of Contact from APIIC which can be uploaded on the Social Media platforms whenever required.
2. Developing content (information kits, backgrounders, features, as relevant) to be disseminated on Social Media Platforms etc.
3. Disseminating information in various conventional media i.e. print & electronic media, as per requirement.

### 6.3 Other Terms of Reference

#### A. Manpower Requirement

Firm/Agency shall appoint a senior professional to act as the Point of Contact (PoC), who will co-ordinate with the concerned officials of APIIC/ Dept. of Industries & Commerce, GoAP for day to day activities

#### B. Performance Review

The Firm/Agency will submit a suggested process of Performance Review on a quarterly basis before signing of contract. This will be appropriately and suitably amended (if required) by APIIC/Dept. of Industries & Commerce, GoAP and implemented.

#### C. Reporting

- i. The Firm/Agency must submit monthly, "Effectiveness Analysis and MIS Reports" to APIIC on the effectiveness of the social media strategy. The Firm/Agency must submit a detailed analysis on the steps undertaken for overall promotion of APIIC's/ Dept. of Industries & Commerce, GoAP activities on the Social Media Platforms and the results achieved.
- ii. The Firm/Agency should suggest the no. of reports eliciting periodicity, format and content of such report which should help APIIC's/Dept. of Industries & Commerce, GoAP management to know the exact position of the efforts undertaken.

#### D. Data Security and Prevention of Fraud

The Firm/Agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.

#### E. Legal matter, including copy-right of content

Firm/Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues. The APIIC/ Dept. of Industries & Commerce, GoAP will not have any responsibility in this matter.

#### F. Assistance to be provided by the APIIC/ Dept. of Industries & Commerce, GoAP would be as under:

- i. APIIC/Dept. of Industries & Commerce, GoAP will provide relevant (basic information/pictures/approvals) content as available from time to time.
- ii. Provide all the necessary information such as logo of Government/Corporation/event/press releases issued for traditional media and updates etc.
- iii. Assist in obtaining any other permissions / information as required.
- iv. All Intellectual Property displayed on these platforms shall belong to the APIIC/ Dept. of Industries & Commerce, GoAP exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with APIIC/ Dept. of Industries & Commerce, GoAP.

## 7. ANNEXURES

### ANNEXURE 1: Technical Bid Format

S. No.	Particulars	To be filled by the Bidder	
1.	Name of the Bidder (Firm/Agency)		
2.	Whether brief profile of the Firm/Agency is enclosed (max 2-3- pages)		
3.	Address of the Bidder (Firm/Agency)	Tel:	Fax:
4.	Year of establishment		
5.	Type of Company (Proprietorship / Partnership / Company)		
6.	Number of employees in the Firm/Agency as on 30.10.2020 <b>(Details of qualifications, length of service, qualifications, length of service, experience etc. of key creative members to be enclosed)</b>		
7.	Registration Details: PAN No. (Copy to be enclosed)		
8.	Tender Document Fee		
	(i) Amount		
	(ii) Demand Draft No		
	(iii) Date		
	(iv) Issuing Bank		
9	Details of EMD		
	(i) Amount		
	(ii) Demand Draft No		
	(iii) Date		
	(iv) Issuing Bank		
10	Whether bidder is meeting the Financial Eligibility		
	(i) Turnover	(Yes/No)	
	(ii) Net-worth		
11	Whether bidder is meeting the Technical Eligibility		
	(i) Market Research	(Yes/No)	
	(ii) Public Relations or Media & Communications		
12	The Firm/Agency must have in-house production facilities for production and editing of contents in all	(Yes/No)	

S. No.	Particulars	To be filled by the Bidder	
	forms. <b>(Details &amp; self-certification on letter head to be enclosed).</b>		
13	Whether terms and conditions mentioned in the Tender document are acceptable (say <b>“Yes” or “No”</b> ) & if yes, please enclose the self-declaration of acceptance on letter head.	(Yes/No)	
14	Power of Attorney in favor of the Authorized Signatory	(Yes/No/Not applicable)	
15	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India <b>(If no, attach an undertaking to this effect on letter head)</b>	(Yes/No)	
16	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.		
		Tel:	Mobile:
		Fax:	Email:

*IMPORTANT: For each of the points mentioned above, supporting documents as per the Clause 5.3.16 i.e. “ELIGIBILITY CONDITIONS” must be enclosed compulsorily.*

Apart from the above, all the requisite papers mentioned in the tender document are also enclosed.

Authorized Signature [In full and initials]

Name & address and Title of Authorized Signatory

Date:

(Seal)

**ANNEXURE 2: Financial Bid Format**

To,

The Vice-Chairman & Managing Director  
 AP Industrial Infrastructure Corporation Limited (APIIC)  
 11<sup>th</sup> floor, APIIC Towers, Plot No. 1, IT Park, Mangalagiri  
 Guntur – 522503

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to “REQUEST FOR PROPOSAL FOR ENGAGEMENT OF RESEARCH & MEDIA COMMUNICATIONS FIRM/AGENCY” in accordance with your Tender document dated (insert Date). Our Financial Bid against the Scope for work in Section – II as well as details defined in the RFP document is as mentioned below. Break-up of the cost, taxes & other charges are as under: -

S. No.	Description of Items	Cost per month (exclusive of taxes & other charges) (in Rs.) (A)	Taxes & Other charges (in Rs.) (B)	Total Cost per month inclusive Of all taxes & other charges) (in Rs.) (C)	Total Cost for one Years (inclusive of all taxes & other charges) (in Rs.) (D)
1.	Consolidated cost for the complete Scope of Work including services, solutions, Maintenance of management/ Installation of tools/ Applications as detailed in <b>Section-II</b>				

Our bid shall be binding upon us up to period of validity as indicated in sub clause 5.3.4 of Clause 5. **Section-I** General.

**Yours Sincerely,  
 Authorized Signatory (In full and initials)**

**Date:**

**Name and Title of the Signatory:**

**Name & Address of firm:**

**Seal**