



**REQUEST FOR PROPOSAL (RFP)
FOR HIRING OF
CREATIVE AGENCY**

RFP NO: SHAREINDIA/GFATM/02

Date: 5th July, 2021

Issued by:

SHARE INDIA

Ghanpur (Village), Medchal Mandal,
Medchal-Malkajgiri (Dist.),
Telangana, Hyderabad.
Pin Code: 501401

<https://shareindia.org/>

Email: hr.shareindia@shareindia.org

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1. RFP Schedule:

S. No.	Description	Detailed Information
1	Name of Project	RFP for Hiring of a Creative Agency
2	Date of release of RFP Document	5 th July 2021
3	Last date and time of submission of queries (Email: hr.shareindia@shareindia.org)	12 th July 2021
4	Pre-Bid Meeting	20 th July 2021
4	Last date and time of submission of proposals (Email: hr.shareindia@shareindia.org)	27 th July 2021
5	Pitch Presentation	4 th August 2021
6	Declaration of Results	6 th August 2021
7	Project Start Date	9 th August 2021

The above schedule is tentative only and subject to change. Any changes will be notified through website. The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of SHARE INDIA and its decision shall be final and no correspondence seeking clarifications on the decision shall be entertained.

SHARE INDIA reserves the right to extend the last date for the receipt of RFP Bids. SHARE INDIA reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

The RFP shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Hyderabad, Telangana.

2. Disclaimer

2.1. The information contained in this RFP document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form/ email issued for the eligible and interested bidders, by or on behalf of SHARE INDIA, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for SHARE INDIA and their employees to consider the business/ investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. SHARE INDIA may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

2.2. SHARE INDIA, 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 for participation in this Bid Stage.

2.3. This RFP is neither an agreement nor an offer by SHARE INDIA, but an invitation or responses to the issues pertaining to any service by SHARE INDIA as contained in this document. No contractual obligation on behalf of SHARE INDIA, whatsoever, shall arise from the RFP process unless and until a formal agreement is signed and executed by duly authorized officers of SHARE INDIA and the finally selected Bidder. It may be noted that issuance of RFP does not confer any right to be invited to participate further and SHARE INDIA shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the RFP.

2.4. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in SHARE INDIA's website. It is also understood and agreed by the Bidder(s) that decision of SHARE INDIA regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

2.5. SHARE INDIA reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

2.6. SHARE INDIA reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price, other terms and conditions.

2.7. Notwithstanding anything contained in the RFP Document, SHARE INDIA reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SHARE INDIA's decision.

2.8. SHARE INDIA reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

2.9. It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to SHARE INDIA.

2.10. Subject to any law to the contrary, and to the maximum extent permitted by law, SHARE INDIA and its Directors, officers, employees, consultants, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of SHARE INDIA or any of its officers, employees, Consultants, agents or advisors.

2.11. The parties shall be entitled to rely on the accuracy, completeness or the reliability of the representation & warranties made in any definite agreement between the parties. Any change in the details shall be immediately notified by the concerned parties.

3. Introduction

3.1 About SHARE INDIA

SHARE INDIA (1986) a non-Governmental research society is recognized as a Scientific and Industrial Research Organisation (SIRO), by the Ministry of Science and Technology, Government of India. We are housed in MediCiti Institute of Medical Sciences (MIMS) Campus, Ghanpur Village, Medchal, Telangana. SHARE INDIA also has satellite offices in Mumbai and Delhi and a pan country presence.

SHARE INDIA has worked assiduously for capacity building in the laboratory, clinical care, health care, and research to enhance the public health programs in India. We have the footprint to accelerate the development, introduction, and scale-up of priority global health interventions. We bring together a multi-disciplinary team with experience and expertise to implement myriad projects that come under the umbrella of SHARE INDIA. Since 2005, we have been the only indigenous organization to continuously implement cooperative agreements with PEPFAR (President's Emergency Plan for AIDS Relief) and the US

Centres for Disease Control and Prevention (CDC) for HIV/AIDS and TB projects with the National AIDS Control Program (NACO) and National TB Elimination Program (NTEP), Government of India.

In Medchal Rural, we have used spatial geographic information systems to map 49,000 individuals in 40 villages. For the past 30 years, many community-centric public health projects are conducted in these cohorts embedded in Participatory Action Research and creating Health Advancement Peer Partners Empowerment Networks (HAPPEN). Our combined efforts have collectively brought a significant reduction in morbidity, mortality, and improvement in pre-natal and post-natal care, birth control, infant care, immunizations, cancer prevention, awareness, and prevention of infectious diseases and non-communicable diseases in these cohorts.

3.2 About Project 'Design and develop comprehensive advocacy, communication strategies and tools'

SHARE INDIA has been selected as a Sub-Recipient under National AIDS Control Organization (NACO), Ministry of Health and Family Welfare, Government of India for The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) to "Design and develop comprehensive advocacy, communication strategies and tools". The project is designed to develop a new age communication and advocacy strategy to meet 95-95-95 fast track targets by 2025 and provide a way for elimination of AIDS as a public threat by 2030. Under the project, campaigns and community-based behaviour change communication tools will be developed to achieve the targets set under National Strategic Plan. It is proposed to use communication as a tool for improving gains across all program components with an overall aim to support NACO's IEC and Mainstreaming Division in a 360-degree multimedia approach encompassing advocacy and communication strategies.

3.3 Statement of Purpose

This Request for Proposal (RFP) is being published by SHARE INDIA for the hiring of a Creative Agency. The agency will work with SHARE INDIA for the scope of work mentioned in Section 4, when and if appointed by SHARE INDIA through technical and financial bid process.

4. Scope of Work

In order to formulate the Communication Strategy and to develop products for facilitating 360° Communication Campaign, services of a creative agency are required. This will involve tasks as mentioned under, but will not be limited to these only.

- Devise a Communication Strategy for NACO which encompasses ideation of campaigns, development of content and creatives/products and submission of a strategy document outlining the optimal utilisation of those creatives/products.
- Undertake desk review to develop an understanding about the programme, target audience and current need-gaps.
- Conceptualize and develop product materials for TV, Print, Radio, Outdoor and Digital in different formats and regional language adaptations.
- TV to include:

- TVC
- TVC Edits
- Language Adaptation
- Print materials to include:
 - Newspaper Ads: Full Page Jacket in cover, half Page Print Advt. in colour, up to quarter Page advertisement in colour
 - Magazine Advertisements
 - Pamphlets
 - Brochure
 - Standee
- Radio to include
 - Spots/ jingles
 - Language Adaptations
- Outdoor (OOH) to include:
 - Hoardings
 - Bus Queue Shelter Panel/Standee
 - Sunboards at service centers
 - Event/Exhibition related branding materials like Standee/Banner/Podium branding/Danglers/Stage Backdrop etc.
 - Train Wrap
 - Bus Wrap
- Internet to include:
 - Search, Display & Mobile Ads
 - Affiliate Websites
 - Own Website
 - Banners
 - Adapts as per the branding space
 - WhatsApp
- Conceptualize and design innovative, non-traditional and attractive merchandise for different audiences as per requirement.
- Overall branding of NACO in all the collaterals/visual materials being produced. Further, the selected agency may be required to standardize the overall visual language, associated schematics, the colour scheme, etc for all the IEC & BCC materials being developed.
- Advise SHARE INDIA/NACO on appropriate communication strategy including media options and formats for campaigns.
- Strategy document for optimal utilisation of products and dissemination plan.
- The products developed for all the above formats are required to be made in Hindi and 11 other languages as per the requirement.

About Communication Campaigns: Communication Campaigns would be developed on these 4 core areas:

- Condom Promotion,

- Integrated Counselling and Testing Centres (ICTC)/ Elimination of Mother to Child Transmission (EMTCT) of HIV and syphilis,
- Stigma & Discrimination in HIV related settings and
- Antiretroviral Therapy (ART) adherence

Specifications of the products are as below:

S.No.	Media	Deliverables	Number of Products
(a)	TV	TVCs of 60 sec. (Masters)	2 Videos of each campaign Total = 8
		Edits of 40 sec duration	Total edits = 8
		Language Adaptation for 60 Sec TVC	11 languages (Bangla, Gujarati, Marathi, Odia, Punjabi, Tamil, Telugu, Assamese, Kannada, Malayalam, English) Total = 10*11 = 110 adaptations
		Language Adaptation of TVC edits of 40 sec durations	Total = 10*11 = 110 adaptations
b)	Radio	Radio Jingles of 60 sec (masters)	2 Jingles of each campaign Total = 8
		Edits of 40 sec duration	Total Edits = 8
		Language adaptation of jingles of 60 sec	11 languages (Bangla, Gujarati, Marathi, Odia, Punjabi, Tamil, Telugu, Assamese, Kannada, Malayalam, English) Total = 10*11 = 110 adaptations
		Language Adaptation of Jingle edits of 40 sec duration	Total = 10*11 = 110 adaptations

(c)	Internet	Infographics English/Hindi	10 for each campaign in Hindi and English (10x4x2=80)
		Animated Gifs/Info-motion-graphics	10 GIFs for each campaign Total 10x4=40
(d)	Print	Full Page print advertisement Black and white and coloured	Hindi and English
		Half Page print advertisement Black and white and coloured	Hindi and English
		Poster	4 each for 4 campaigns Total = 16
		Leaflet	1 each for 4 campaigns Total = 4
(e)	Outdoor	Adaptations of the developed products in the form of Hoarding/Bus Queue Shelter Panel/Standee/ Adaptations of hoardings, auto Rickshaw, gantry, bus panel, hoarding, wall writing, others	

About SBCC Campaigns: A communication material package would be developed on these 2 thematic areas:

- Treatment Literacy for HIV
- Migrants and Truckers

List of SBCC Products:

- Short Animated Videos
- Short Narramatic Videos
- Radio Jingle
- Posters
- Gifs
- Flipbook
- Leaflet
- Comic Strips
- SMS Content
- IPC Game (Dumb Charades)
 - Cards (Instruction card, Myth Cards, Buster Cards, Scene Cards etc.)
 - Sticker (Box Sticker etc.)
 - Chart
 - FAQs
 - Envelop
- Digital Game

Note: The aforesaid list is suggestive in nature and not exhaustive. All SBCC materials will have to be developed first in Hindi and then to be translated into English and other languages i.e., Bangla, Gujarati, Marathi, Odia, Punjabi, Tamil, Telugu, Assamese, Kannada, Malayalam

5. Eligibility Criteria

Agencies, keen to submit their proposal, are requested to read the pre-qualifying criteria carefully. Only those Bidders /Agencies meeting the following eligibility (minimum) criteria as on the date of RFP are eligible to apply. Bidders/Agencies not meeting the eligibility criteria will not be considered for further evaluations. Each bidder acknowledges and accepts that SHARE INDIA may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

S. No.	Eligibility	Supportive document required
1	The minimum turnover of the Bidder should not be less than Rs. 2 crores in each of the last three Financial Years (FY) i.e., F.Y. and 2018-19, 2019-20, 2020-21. It is requisite for the agency to have an experience of minimum three years.	Copies of audited balance sheets and profit and loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report.
2	Experience in social communications with preference in public health – preferably in HIV/AIDS and related issues.	Copy of Purchase orders along with client satisfaction certificates.
3	Bidder should have an office at Delhi/NCR.	A copy of establishment Dept./ Registered rent or lease agreement in the name of bidder.
4	Bidder should have statutory registration(s)with Tax and other compliance authority	A copy of PAN/TAN/ VAT/Service Tax /GST Registration No. (whichever applicable) in the name of bidder
5	Bidder should have reputation in industry and experienced management in the field.	Photocopy of the recognized industry awards won by the bidder during last three years and CV of the two top officials from creative team.

6. RFP Evaluation and Selection Process

SHARE INDIA will constitute a Procurement Committee to evaluate the responses of the bidders. The Procurement Committee constituted by SHARE INDIA shall evaluate the responses to the RFPs and all supporting documents / documentary evidences. The decision of the Procurement Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee. The Procurement Committee reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. A pre-bid meeting will be conducted to clarify queries of the applicants (if any) as per the clauses of section 8.2 (Clarification of RFP Pre-bid).

RFP Evaluation and Selection shall be a 3-stage process given as under:

Stages	Stages	Outcome
1	Technical Evaluation	Shortlisting of 5 agencies
2	Pitch Presentation	Presentation by 5 agencies
3	Financial Evaluation	Commercial evaluation of top 3 highest scoring agencies and selection of the final one

6.1 Technical Evaluation

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned in Section-5 of this RFP. Proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection. If deemed necessary, SHARE INDIA may seek clarifications on any aspect from the bidder(s). However, that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted. SHARE INDIA shall evaluate and shortlist the proposals on the basis of their responsiveness to the Terms of Reference and technical evaluation criteria. Five shortlisted agencies will be invited for a pitch presentation. The date for presentation will be intimated to the shortlisted agencies by e-mail. SHARE INDIA shall provide a brief for the presentation.

6.2 Pitch Presentation

The 5 shortlisted agencies will participate in the Pitch Process. These agencies will then be provided a brief by SHARE INDIA based on which the agencies would be expected to make a presentation.

6.3 Financial Evaluation

The concepts of final 3 agencies out of 5 will be evaluated and based on their combined scores of performances in the technical evaluation, pitch presentation and the financial bids, the agency will be finalized by the procurement committee. The commercial negotiation process will be conducted with the finalized agency (if required) and a formal communication regarding the provisional selection will be made with closing the RFP and the procurement process.

6.4 Evaluation Criteria

The quality of the proposal will be evaluated on the following criteria:

Technical Evaluation:

Stages	Buckets	Criteria	Score	Total
Technical Evaluation	About the Agency	No. of years in Creative & Advertisement <ul style="list-style-type: none"> 3-5 years= 5 score More than 5 years= 10 score 	10	60
		No. of years of experience specific to social communications (Public Health) <ul style="list-style-type: none"> 1-3 years= 5 score 4-5 years= 8 score More than 5 years = 10 score 	10	
		No. of years of experience specific to the field of HIV/AIDS <ul style="list-style-type: none"> 1-3 years= 5 score 4-5 years=8 score More than 5 years = 10 score 	10	
	Case Study - Elimination of Stigma & Discrimination of HIV/AIDS in India	Understanding of Issue	5	
		Approaches	5	
		Proposed Ideas	5	
		Content Strategy	5	
		Creative Strategy	5	
		Product Utilisation Strategy	5	
Pitch Presentation	Presentation on a Brief provided by SHARE INDIA	Program & Target Audience Understanding	10	40
		Methodology, work plan and team composition.	10	
		Innovative Ideas	10	
		Creative & Communication Delivery	10	
			Total	100

Financial Evaluation:

The incumbent agency has to provide financial bid in the following break ups:

- A. Campaign Materials Cost
- B. SBCC Materials Cost

C. Admin & Manpower Cost

D. Final Financial Bid = (A + B + C+ Contingency Cost + Any other Cost + GST)

The final score would be decided via following formulae:

Final Score = (Total Marks out of 100 from Technical Evaluation) X (Lowest Financial Bid / Financial Bid of the bidder under consideration)

As a sample scenario, let us assume that there are three bidders X, Y and Z. Let us assume the following scores/quotes obtained by the bidders in Technical and Financial Evaluation:

Bidder	Score Obtained in Technical Evaluation (Out of 100)	Commercial Quote of the Bidder
Bidder X	70	Rs. 9000000/-
Bidder Y	64	Rs. 10000000/-
Bidder Z	90	Rs.15000000/-

In this case, Bidder X has the lowest commercial quote, hence the Normalized Commercial Score of each bidder is calculated as under:

- Final Score of Bidder X: $(9000000/9000000) \times 70 = 70$
- Final Score of Bidder Y: $(9000000/10000000) \times 64 = 57.6$
- Final Score of Bidder Z: $(9000000/15000000) \times 90 = 54$

The total aggregate score would be calculated as below:

Bidder	Final Score	Final Rank of the Bidder
Bidder X	70	1 st
Bidder Y	57.6	2 nd
Bidder Z	54	3 rd

As per the total score, Bidder A gets the highest aggregate score.

7. Terms of Engagement

7.1. The selected agency term will be till 31st March 2024 and the contract will be renewed yearly subject to satisfactory annual review and final decision by SHARE INDIA.

7.2. From the time the Proposals are opened to the time the engagement is confirmed, Agencies should not contact SHARE INDIA or any of its officers/employees or representatives on any matter related to its proposal with a view to influence SHARE INDIA in the examination, evaluation, ranking of proposals, and recommendation for award of Contract. Such an effort shall result in the rejection of the agency (ies) proposal(s).

7.3. The appointed agency will have to execute a 'contract of engagement' with SHARE INDIA in the format approved by SHARE INDIA, which will be delivered to them after their selection.

7.4. The SHARE INDIA and the agency shall have the right to terminate the contract by way of issuing three months' notice during the currency of the engagement without assigning any reason. In the event of any dispute or disagreement, the laws of Union of India and the exclusive jurisdiction of courts at Hyderabad will be applicable.

7.5. The agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of SHARE INDIA and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency will be required to sign a non-disclosure agreement with SHARE INDIA.

7.6. In case the agency closes any of its offices or changes key personnel assigned to SHARE INDIA, it should immediately inform SHARE INDIA about the fact in writing and make replacements /alternate arrangements immediately.

7.7. SHARE INDIA shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally the agency shall get it confirmed immediately from SHARE INDIA at the earliest in writing to avoid disputes.

7.8. The Agency shall abide by all relevant rules and regulations of the government and industry bodies such as AAA, ASCI and relevant other bodies, as issued from time to time. The agency shall be responsible for adhering to professional standards, norms and regulations and must ensure that each activity conducted by them on behalf of SHARE INDIA is honest, truthful and conforms to the aforesaid requirement. The agency shall not conduct any activity for reasons whatsoever, unless conveyed by SHARE INDIA for the same. The agency shall be responsible to maintain the highest standards of ethics of the industry.

7.9. The Agency should be sincere and prompt in responding to the requests of SHARE INDIA. All jobs would be expected to complete in a time bound manner and with all required information so as to avoid delay or duplication. The agency should be able to execute orders at short notices and even on holidays, should the need so arise.

7.10. The rates approved by SHARE INDIA for any paid services not covered under retainer fee shall be treated as final. In case of any revision thereof due to any reason, the agency shall intimate the same to SHARE INDIA immediately and seek fresh approval of SHARE INDIA.

7.11. All creative ideas and material developed by the agency as per the SHARE INDIA's brief will be owned by SHARE INDIA and the agency shall return all artworks, films (including raw footages), music tracks, CDs / hard drives in which any of these materials are stored, photographs and any other related material or any other such material given to the agency by SHARE INDIA for any use whatsoever, shall be returned to SHARE INDIA.

7.12. SHARE INDIA reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/ amendment/modification.

7.13. Withdrawal of RFP would be done by way of a letter by SHARE INDIA to all agencies who submitted proposals, either on their addresses provided on the proposal or via email or by way of notice on SHARE INDIA's website.

7.14. The agency shall indemnify SHARE INDIA against any action or proceedings brought against SHARE INDIA by reason of omission/ commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its or its employees / agents actions that are detrimental to the interest of SHARE INDIA and the quantum of damages for the same will be decided by SHARE INDIA which will be final and binding on the agency. The Agency shall also indemnify SHARE INDIA in respect of any third-party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the Agency to SHARE INDIA.

7.15. SHARE INDIA reserves the right to invite other shortlisted agencies if the selected agency is unable to meet the requirements of SHARE INDIA at the time of signing the agreement or any time during the course of the validity of agreement, should the agency not deliver to the SHARE INDIA's expectations.

7.16. The Proposal must be strictly as per the technical bid application. The scanned copies of all required documents should be attached as duly marked/ numbered enclosures. A list of required documents that needs to be enclosed with bid application and their tag Nos. are given at the end of bid application/proposal and these should be arranged in this order only.

8. Instructions to Applicants

8.1. General Instructions:

8.1.1. The Bidder may download the RFP document from the websites mentioned below:

- SHARE INDIA (<https://shareindia.org/>)
- DevNetJobs India (<https://www.devnetjobs.org/>)

8.1.2. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, SHARE INDIA's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.

8.1.3. SHARE INDIA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

8.1.4. SHARE INDIA has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, SHARE INDIA shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.

8.1.5. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.

8.1.6. Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.

8.1.7. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.

8.1.8. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SHARE INDIA. Any notification of preferred Bidder status by SHARE INDIA shall not give rise to any enforceable rights to the Bidder.

8.1.9. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

8.1.10. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:

- Include all required Documents, Certificates, etc. specified.
- Follow the format provided and respond to each element in the order as set out
- Comply with all requirements as set out.

8.1.11. SHARE INDIA reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. SHARE INDIA also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that SHARE INDIA does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

8.2. Clarification of RFP Pre-bid

- A pre-bid e-meeting will be held on 20th July 2021 for the purpose of any clarification to the bidders with the objective of briefing the expected applicants on the nature and objective of the project.
- All the relevant queries received (e.g., related to selection process, deliverables, technical proposal, SOP, Processes etc.) on or before 18th July 2021 by 4 pm by email to hr.shareindia@shareindia.org would be taken up and addressed in this meeting.
- The meeting link shall be shared by SHARE INDIA through e-mail on 19th July 2021 ONLY to the bidders where the clarifications/doubts are deemed to be applicable/valid.

8.3. Deadline for Submission of Proposal/Bid

The last date of submission of bid is given in Section 1, unless amended by SHARE INDIA and uploaded on the website or communicated through email. For purpose of clarity of this clause the amendment will only to be the last date of the submission of bid.

8.4. Extension of Deadline of Submission of Proposal/Bid

SHARE INDIA may, at its discretion, extend this deadline for submission of bids by amending the RFP Document which will be intimated through email communication, in which case all rights and obligations of SHARE INDIA and Bidders will thereafter be subject to the deadline as extended.

8.5. Late Submission of Proposal/Bid

The Bids received beyond date and time mentioned in activity schedule will be termed as “Late” and will be rejected. SHARE INDIA will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason. SHARE INDIA may, at its sole discretion change the date/time of submission of bids and SHARE INDIA’s decision in this matter will be final.

8.6. Modification and Withdrawal of Proposal/Bid

Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of Bid. No bid can be modified or withdrawn by a bidder, after the submission of the bid. The bid and all the supporting documents submitted by the bidders shall be the property of SHARE INDIA.

8.7. Right to Accept / Reject / Cancel the Proposal/Bid

SHARE INDIA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. SHARE INDIA reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of SHARE INDIA in the evaluation of bids shall be final. SHARE INDIA reserves the right to reject all or any part of RFP or cancel the RFP without assigning any reason whatsoever. SHARE INDIA also has the right to re-issue the RFP without the agency having the right to object to such re-issue

8.8. RFP Abandonment

SHARE INDIA may at its discretion abandon the process of Selection / Empanelment of agencies any time before the notification of award.

8.9. Notification of Award

SHARE INDIA will notify the successful bidder/s in writing, that its proposal has been accepted and send the Letter of Intent and Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by SHARE INDIA through mail or registered letter within 3 days from notification of award.

8.10. Contacting

SHARE INDIA From the time of RFP opening to the time of notification of award, if any Bidder wishes to contact SHARE INDIA for seeking any clarification any matter related to the RFP, it should do so in writing, on email ID mentioned in the section 1.

9. Terms and Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the clarifications/modifications issued will form the part of the purchase orders/release order/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

9.1. Relationship between SHARE INDIA and the bidders

It is clarified that no binding relationship exists between any of the bidders and SHARE INDIA till the execution of a contractual agreement.

9.2. Clarification on Proposal/Bid

During evaluation of bids, SHARE INDIA may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing. SHARE INDIA may decide to accept any deviation at its discretion. However, this will be done before opening of commercial bids. If any compliance or clarification sought by SHARE INDIA is not submitted within 3 business days of being called for, the bids are liable to be rejected. The above matter is entirely at SHARE INDIA's discretion and decision of SHARE INDIA in this matter will be final.

9.3. Compliant Bids / Completeness of Response

9.3.1. The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support.

9.3.2. Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexure and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

9.3.3. Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.

9.3.4. Bid with insufficient information to permit a thorough evaluation may be rejected.

9.3.5. SHARE INDIA reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in SHARE INDIA's estimation.

9.3.6. Bids not conforming to the requirements of the terms and conditions may not be considered by SHARE INDIA. However, SHARE INDIA reserves the right, to waive/ modify any of the requirements of the bid in the best interests of SHARE INDIA.

9.3.7. If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting Technical Specifications and Requirement, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

9.3.8. Rejection of non-compliant bid:

- SHARE INDIA reserves the right to reject any or all bids on the basis of any deviation(s).
- Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of SHARE INDIA in the evaluation of bids shall be final.

9.4. Revised commercial bid (If applicable):

SHARE INDIA may call for any additional information/document by way of clarification etc. before the finalization of the technical bid. Also, during scrutiny of technical bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization to meet SHARE INDIA's requirement, all the bidders will be informed of the same and asked to submit fresh commercial quotation. During technical evaluation if any deviation is observed, SHARE INDIA may decide to accept any deviation at its discretion and decision of SHARE INDIA in this matter will be final and binding.

9.5. Proposal/Bid Evaluation:

9.5.1. SHARE INDIA will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any).

9.5.2. SHARE INDIA may ask for meetings with the Bidders to seek clarifications on their bids.

9.5.3. Technicalities or minor irregularities in bids may be waived during evaluation if it is in SHARE INDIA's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to SHARE INDIA's advantage so.

9.5.4. Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) will be entirely at the discretion of SHARE INDIA and will be binding on the bidders. SHARE INDIA's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

10. Other / General Terms and Conditions

10.1. Disqualifications

SHARE INDIA may at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is non- responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.

10.2. Applicable Law & Jurisdiction:

The RFP shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Hyderabad.

10.3. Consortiums or sub-contractor

- a. As per scope of the RFP, subcontracting is allowed. The Bidder will have to obtain specific written permission from the SHARE INDIA before contracting any work to subcontractors.
- b. In case subcontracting is permitted by SHARE INDIA, the contracting vendor will be responsible for all the services provided to SHARE INDIA regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and SHARE INDIA can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to SHARE INDIA and if require, SHARE INDIA may evaluate the same.

10.4. Assignment:

The successful bidder shall not assign in whole or in part, the obligations to perform under the contract, except with SHARE INDIA's prior express consent.

11. Proposal Submission Procedure

Participation in this RFP will mean that the bidder has accepted all terms and conditions and clauses of this RFP and subsequent modification(s) to this RFP, if any.

The bidder will have to provide a PDF copy of the proposal document that includes the following:

- Firm name and contact information (at least two people)
- Detailed Proposal with all the items mentioned in section 4 (scope of work) and section 6.4 (evaluation criteria)
- Copy of Purchase Order proving that agency has experience in providing services as mentioned in scope of work and expected deliverables along with client satisfaction certificate & payment/bank details
- Capability Statement including total turnover of the company along with audited accounts of the last three years.
- Cost and resource estimates as defined in the section 6.4 (Financial Evaluation)

The proposal/bid should be as concise and focused as possible to give evidence of the above requirements. The shortlisting will be done on the basis of the above information/documents. RFP documents will be issued to the shortlisted firm & the agencies will be selected in accordance with the Quality and Cost Based Selection (QCBS) method.