

Tender Ref. No. ACCF/Media/2024-25/90

Date:12.12.2024

Request for Proposal

for

**Selection of an Agency to undertake Marketing, Branding and Media related
works for Assam Cancer Care Foundation**

(ACCF/MM/2024-25/90)

ASSAM CANCER CARE FOUNDATION

**3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,
Guwahati – 781022, Assam Ph: +91-90852 02020,**

E: procurement@accf.in | W: www.assamcancercarefoundation.org

ASSAM CANCER CARE FOUNDATION (ACCF)

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down-town Hospital,
Guwahati – 781022, Assam

W: www.assamcancercarefoundation.org

Tender related contact details: email: procurement@accf.in | M: 9998515371

Notice Inviting proposals

1. NOTICE INVITING QUOTATIONS: -

1.1. Assam Cancer Care Foundation (ACCF) invites proposal from eligible agency / service providers for undertaking Marketing, Branding and Media related works for Assam Cancer Care Foundation for period of **one year** extendable by another year on satisfactory performance.

2. CALENDER OF EVENTS & KEY INFORMATION: -

SI No.	Description	Details
I.	Method of selection	Quality cum Cost Based Selection (QCBS)
II.	Date of issue of Notice	12.12.2024
III.	Pre bid meeting	23.12.2024 at 11.30 am
IV.	Clarification submission last date (on mail Procurement@accf.in)	23.12.2024 by 17.00 Hours
V.	Last date & Time of online submission	06 th January 2025 @ 3:00 PM
VI.	Validity of proposal	180 days from last date of submission.
VII.	Name and address where queries /correspondence concerning this request for RFP is to be sent	Email: procurement@accf.in Phone no: +91-9998515371 (AGM Procurement)
VIII.	Address where Bidders must submit proposal	www.Assamtenders.gov.in
IX.	Non-refundable Tender processing fee	Rs. 1000/- (Rupees one thousand) only.
X.	Refundable EMD to be submitted through e-portal only	Rs. 1,00,000/- (Rupees one lakh) only.
XI.	Completion Timelines	Bidder will be engaged for a period of one year and can be extended for further 1 year on satisfactory performance and mutual agreement on same rates. For individual programme and activity timeline will be decided as per requirement.
XII.	Performance Security	5% of the annual contract/order value, excluding Media Buying, (from the successful bidders) for the period of 180 days beyond the contract period.

3. BRIEF ABOUT THE ORGANISATION

- 3.1.** Assam Cancer Care Foundation (ACCF) is Section 8 company (not for profit) and a joint initiative of Government of Assam and Tata Trusts for providing affordable cancer treatment in the state of Assam.
- 3.2.** Total of 17 Cancer Hospitals have been planned in the state located across Assam in a manner that no patient requires to travel more than three to four hours to access quality cancer care.
- 3.3.** The facilities are structured into three levels.
 - 3.3.1. Level -1.** The 350 bedded Apex Cancer Centre at State Cancer Institute Guwahati which have world class facilities in diagnostics and treatment along teaching, training and research.
 - 3.3.2. Level-2.** These facilities have been planned at Dibrugarh, Barpeta (both operational) Silchar , Diphu (to start in 2025) and Dhubri (to start in 2025). These facilities will have 140-180 beds with complete range of diagnostics, critical care, operation theaters, and Radiation Therapy.
 - 3.3.3. Level-3.** These facilities are at Jorhat, Lakhimpur, Darrang, Kokrajhar, and Tezpur (operational) and Golaghat, Goalpara, Sibsagar, Tinsukia and Nalbari (preliminary works in progress). These are 45 bedded facilities where all diagnostics and day care chemotherapy and Radiation Therapy shall be provided.
- 3.4.** These cancer hospitals with modern infrastructure are designed for developing human resources in healthcare.
- 3.5.** ACCF is intending to engage a suitable Agency to support the marketing, media and branding activity of the organization.
- 3.6.** Effective communication strategy is essential to regularly convey information about the activities and projects to be implemented / managed by Agency to diverse stakeholders and create awareness, through direct & indirect engagement/information. Historically, it is found that many of the good programs of the Government/NGOs did not produce the desired impact on account of very low awareness and acceptance by citizens, lack of consistency in communicating the right messages and unplanned use of media channels.
- 3.7.** Awareness & Communication programs help in ensuring that the relevant information reaches the right persons at the right time, attracts attention of the users, create awareness about issues and finally influences the behavior of all concerned in the desired direction. An effective awareness & communication program results in changes in the attitude and habits of the people. In short, the objectives are as follows:

3.7.1.Awareness and Brand building on Assam Cancer Care foundation through a comprehensive communication strategy including social media, digital promotion, Public Relations (PR) and Outreach activities.

3.7.2.Continuous visibility of ACCF's projects & activities, its targets and beneficiaries on social media.

3.7.3.Popularizing, measuring & managing the perception of ACCF among stakeholders and in public through various mass media and social media tools.

3.7.4.Effectively managing the grievances received from the public over various social media handles of the department

4. QUALIFICATION CRITERIA:

SI No.	Eligibility Criteria	Supportive Documents
I.	Bidder must be a Company registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act 1932, Proprietor firm or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008. Consortium or JVs are not allowed.	Certificate of Incorporation/ Partnership deed/Registration certificate issued by competent authority.
II.	The bidder should be in the field of providing Communication Services, IEC, BCC, Outdoor promotion services, Social Media Management, Digital Promotion, Public Relations, IEC, Audio Visual Production for at-least the last five years (after 20/09/2018)	Certificate to be provided from CA/Statutory Auditor.
III.	GST Registration	Certificate to be provided
IV.	Bidder must have successfully completed at least five assignments of similar nature. (after 01/01/2019).	Work Orders/ Completion certificates from minimum 5 different clients for similar work. Clients shall be Government/PSU/Large Corporates. Out of these 5 work orders, at-least 2 work orders should be for executing work in the state of Assam. Should be able to showcase experience as mentioned in the scope of work for 5 clients with more than 3 different activities.
V.	The average financial turnover must be Rs. 2.00 Crore during the last 03 (Three) financial years i.e. 2023-24, 2022-23, 2021-22.	Statement duly signed and sealed by CA with Reg No.
VI.	The bidder should have in-house Communication, IEC, BCC, Outdoor Promotion, Social Media Management,	Self-certified letter by the authorized signatory of the bidding agency along

	Creative, Audio Visual Production and Digital Promotion capabilities with minimum 10 full time employees	with employee name and its EPF registration data shall be submitted.
VII.	The bidder shall not, have been banned /de-listed / black listed / debarred from business by any PSU or Government Department during the last five years ending on the date on which this NIQ is issued.	Self declaration on Company's Letter head in this regard should be provided. (Annexure-1)
VIII.	Power of Attorney Document	As per (Annexure-2)

5. Scope of Work

5.1. Social Media Management (Across Platforms)

- Design, produce and post quality content and creatives, including text, photos, infographics, desktop produced videos and GIFs in English and Assamese (minimum 15 posts per month).
- Appropriate tagging, sharing/ Re-tweets/ Likes/ Follow of relevant posts/ handles as identified/advised and as required.
- Track responses / mentions and inform / retweet / share.
- Prepare and submit a monthly report on all metrics.

5.2. Creative designing; content development including concept, size / language adaptations and media planning of all mass media and branding collaterals including:

- Newspaper Advertisements
- Posters
- Leaflets
- Banners
- Standees
- Hoardings
- Backdrops
- Auto-back branding
- Digital kiosk creatives
- Other branding collaterals
- Organizational announcements
- Printing and installation where required

5.3. Public Relation (PR) activities including.

- Release of advertisements in newspapers and broadcast in television & radio as may be required from time to time
- Coordination of talk shows in various local news channels Media Tracking and Monitoring

5.4. Newsletter

- Ideating
- Content development
- template layout and development.
- Graphics

5.5 Media Buying

- All media (Newspaper/ Television/ Radio/ Hoardings etc.) buying will be done at prevailing DIPR or Government of Assam rates.
- Campaign Monitoring and Impact Assessment.

6. CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS.

- 6.1.** Bidders may request a clarification on any clause of the TENDER documents up to date indicated in the Point 2 table. Any request for clarification must be sent in writing on mail. The ACCF will review and Publish corrigendum if required. to all Bidders on website. ACCF may amend the TENDER by issuing an addendum by publishing Corrigendum on e-portal. The addendum will be binding on all the bidders.
- 6.2.** Amendment of Tender Document: At any time prior to the deadline for submission of the tender, the employer may for any reason, modify the tender document. The amendment document shall be notified through the website <http://www.assamtenders.gov.in> and www.assamcancercarefoundation.org such amendments shall be binding on all the bidders.

7. INSTRUCTION FOR ONLINE SUBMISSION OF BID: -

- 7.1.** The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., <https://assamtenders.gov.in>) within due date of submission.
- 7.2.** All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorized to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- 7.3.** Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initialed by the person or persons authorized to sign.
- 7.4.** Proposals shall be digitally signed as per Class 3 digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.
- 7.5.** The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies of proof of payment of EMD (Bid Security) if made in the form of BG/FDR.
- 7.6.** The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies of EMD (if not submitted via RTGS/NEFT/Online) within due date and time shall be treated as no-bid and render the bid liable for rejection.

To,

The Chief Operating Officer (COO),
ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati 781022, Assam.

- 7.7.** General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.

7.8. Registration of Contractor/bidder

Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in> (the web portal of Assam Govt. e Tendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.

7.9. Digital Signature certificate (DSC)

Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders. Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding Documents from <https://assamtenders.gov.in>. There is also different search method for searching of published tenders. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.

7.10. Participation in more than one work: A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

7.11. Seeking Clarification: Bidders can ask any kind of clarification via email to the procurement@accf.in any other mode will not be accepted. Bidder need to submit their clarification in the pdf and excel file with column heading of S no, Tender term no & page, Tender term, Clarification/query/proposed amendment, Justification/reason for change.

7.12. Amendment of Bidding Documents:

7.12.1. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have moved this tender to their “My Tenders” area.

7.12.2. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.

7.12.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.

7.12.4. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.

7.13. Submission of Tenders

General process of submission, Tenders are to be submitted online through the website <https://assamtenders.gov.in>. The tender is a two-cover system and the bidder has to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following in two covers (folders).

A-1. Statutory Cover Containing (Please make a list of required documents)

- i) Eligibility Documents
- ii) Technical Documents for scoring

Note: - Failure of submission of any of the above -mentioned documents will render the tender liable to be summarily rejected for both statutory & non

statutory cover.

B. Financial proposal

The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format ("BoQ", a.xls file) from the respective tender published at <https://assamtenders.gov>, enter rate into the specified cell and upload the same into the folder named "BOQ" on the website <https://assamtenders.gov.in> at the appropriate place.

Don't try to rename the file. After entering the rates only save (don't use "Save as" option) and upload it. Important: The Price Schedule are to be uploaded only in e-procurement portal; no hard copy of the same is required to be submitted. Bidder shall quote rate per piece and for destination specified in the bid.

7.14. Withdrawal of Bid: Bidder can withdraw their bids before online bid submission closing date. But after online withdrawal, System will not allow that bidder to participate in the same tender again.

7.15. Resubmission: Bidder can resubmit their bids more than one number of time before the online bid submission closing date and time. In that case his last updated bid shall be taken for evaluation.

7.16. Help Desk

Help Desk numbers for any kind of support related to e-Procurement: Local Language
Support: 1800 2121 18866(Ext. 2)
0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)
(Language: Assamese/Bengali/Hindi/English)
24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
International Bidders are requested to prefix 91 as country code.
(Language: Hindi/English) e-Procurement Project Manager: 6901 007390

8. Earnest Money Deposit (EMD) / Bid Security

- 8.1.** EMD is refundable. It shall be submitted as per details/mode mentioned in point 2 above.
- 8.2.** Proposals not accompanied by EMD shall be rejected as non-responsive.
- 8.3.** No interest shall be payable by the authority for the sum deposited as earnest money deposit.
- 8.4.** The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.
- 8.5.** The EMD shall be forfeited by the Authority in the following events:
 - 8.5.1.** If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - 8.5.2.** If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - 8.5.3.** If the Bidder tries to influence the evaluation process.
 - 8.5.4.** If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder.

9. Bid Processing Fee

Bidder need to submit processing fee online in the e-procurement portal itself. The Bid Processing Fee is Non- Refundable. Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

10. GENERAL TERMS AND CONDITION

- 10.1.** The work under this TENDER is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the full work of it to any other agency in any other form than defined in this TENDER. If found doing so, shall result in termination of selection / work order and forfeiture of Security Deposit.
- 10.2.** In case the selected agency is found in breach of any condition(s) of the TENDER, at any stage, legal action as per rules/laws, shall be initiated against the agency and EMD/ Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted.
- 10.3.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract / Work Order has been executed by selected Agency. ACCF shall have right to cancel this TENDER / award of tender at anytime.
- 10.4.** ACCF, without assigning any reason can reject any bid / TENDER, in which any prescribed condition(s) is/are found incomplete/non competent in any respect and at any processing stage.
- 10.5.** The decision of ACCF arrived during the various stages of the evaluation of the bids is final & binding on all bidders.

- 10.6.** Conditional bids are not acceptable and shall be summarily rejected.
- 10.7.** The onus of providing the correct information / documents lies on the bidders. The bidder shall ensure that all information / documents submitted by it are correct. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be false / incorrect, their total bid shall be summarily rejected.
- 10.8.** ACCF shall not be responsible for any misinterpretation or wrong assumption by the bidders, while responding to this tender /TENDER.
- 10.9.** ACCF may terminate the TENDER process at any time and without assigning any reason. ACCF may, by written notice send to the selected agency; terminate the work order in whole or in part at any time of its convenience. The notice of termination will specify, the extent to which performance of work under the work order and / or the contract is terminated, and the date upon which such termination becomes effective. ACCF reserves the right to cancel the remaining part and pay to the selected agency the amount for partially completed Services.
- 10.10.** Selected agency to agree with ACCF for honoring all aspects of fair-trade practices in executing the Work Order.
- 10.11.** In the event of selected agency or the concerned division of the agency being taken over/bought over by another agency, all the obligations and execution responsibilities under the agreement with ACCF, should be passed on for compliance by the new agency in the negotiation for their transfer.
- 10.12.** In case of selected agency is found in breach of any condition(s) of TENDER / work order, at any stage during the course of service, appropriate action as per rules / laws, may be initiated against the agency and Security Deposit shall be forfeited, besides debarring and blacklisting the agency concerned for at least three years, for further dealings with ACCF.
- 10.13.** The selected agency shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the agency will have no right or claim of any kind from ACCF.
- 10.14.** Staff of the agency must carry Identity card issued by the agency while on duty at ACCF or its project. Be it private or public areas, the employees are to be frisked/checked by the security personnel, both while entering and leaving the premises.
- 10.15.** ACCF will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds / contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the selected agency and the manpower engaged by them from time to time as per the government rules & regulations.

- 10.16.** The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the selected agency. ACCF shall remain indemnified of any conflict of such nature arising between the agency and its employees. ACCF may ask the selected agency to submit documentary proofs of such nature as and when need arises.
- 10.17.** Outsourcing / Consortiums / Joint Ventures/ Sub-contracting is not allowed for the purpose of participating in this Tender.
- 10.18.** ACCF shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this TENDER. All intellectual property rights in the content whether in tangible or intangible form shall belong to ACCF and the selected agency has no right to assign, license, sell, or use any content conceptualized, created and implemented under this TENDER and / or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of ACCF and selected agency has to submit the soft version (open file) of content in proper format with ACCF. The selected agency shall take all such appropriate legal actions to safeguard violation of ACCF's intellectual property rights, if any.

11. EVALUATION CRITERIA AND METHOD OF EVALUATION:

- 11.1.** Screening of RFPs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- 11.2.** Technical bid will be evaluated based against the eligibility criteria mentioned in above table. Technical scoring will be done as per the below mentioned criteria. Bidder has to submit all the require document to meet the eligibility criteria and get maximum score in the technical scoring.
- 11.3.** RFP will be evaluated for short listing inter alia based on their past experience of handling similar type of project, strength of their man power, financial strength of firm and presentation / proposal to the selection committee whose decision will be final. ACCF can ask clarification/documents from the bidders if required, during evaluation of bids.
- 11.4.** Agencies who qualify as per the minimum eligibility conditions shall be invited to make a presentation to a committee show-casing their proposal and brief about execution strategy with proposed manpower, financial and operational planning of project. Firm Need to submit details for scoring and eligibility criteria including CVs of team and details for Approach & Methodology. Once pre-qualification is done, firms meeting minimum eligibility criteria shall be called to present their marketing strategy, approach & methodology, infra, manpower, operational & financial plan. Accordingly, marks shall be allotted for this section.

11.5. ACCF will take up references and reserves the right to pay due attention to the Bidder's past performance elsewhere and any past experience from ACCF or any associated stake holder.

11.6. Only bidders who meet the eligibility criteria shall be evaluated for scoring purpose. Final selection of the vendor shall be done on the basis of QCBS method. In which 70% weightage shall be given to the technical and 30% weightages shall be given to the financials.

11.7. Technical Scoring Criteria:

No	Criteria	Maximum Score
1	<p>Experience in similar project during last 5 years after dated: 20.9.2019</p> <p>Comprehensive IEC/ BCC Communication services, Social Media Marketing, Audio Visual Production (AV), Outreach activities assignment for any State/ Central Government/Big corporates Project in Assam. Comprehensive communication service must include at least two activities out of creative development, social media, audio-visual, radio jingle, outdoor and outreach activities from one client during one particular period. This does not include services rendered for one event/ event management services.(</p> <p>i. Assignments to the tune of Rupees 24 lakhs or more during one financial year -: 5 Marks for each client</p> <p>ii. Assignments to the tune of Rupees 12 lakhs to Rs. 23.99 Lakh during one financial year -: 3 Marks for each client</p> <p>iii. Assignments to the tune of Rupees 6 lakhs to Rs. 11.99 Lakh during one financial year -: 2 Marks for each client</p>	30
2	<p>Turnover</p> <p>Average Annual Turnover for last three Financial Years i.e. 2023-24, 2022-23, 2021-22.</p> <p>a. Minimum Rs. 2 Cr – 2 marks</p> <p>b. More than Rs.2.01 Cr to Rs.4 Cr -3marks</p> <p>c. More than Rs.4.01 Cr to Rs.6.0 Cr -4marks</p> <p>d. More than Rs.6 Cr – 5 marks</p>	5
3	<p>Empanelment with DAVP/NICSI/DIPR</p> <p>a. Empanelment with DAVP/NICSI/DIPR for social media Marketing – 3 marks</p> <p>b. Empanelment with DAVP/NICSI/DIPR for Hoarding rental – 3 marks</p> <p>c. Empanelment with DAVP/NICSI/DIPR for creative services– 3 marks</p> <p>d. Empanelment with DAVP/NICSI/DIPR for outreach activities– 3 marks</p> <p>e. Empanelment with DAVP/NICSI/DIPR for audio video creations– 3 marks</p>	15
4	<p>Qualification and</p> <p>CVs of on-roll Key Experts who will work on this assignment (CV to be submitted)</p>	20 (4 marks each)

No	Criteria	Maximum Score
	competence of the key staff related to assignment i. Account Manager (Post Graduate with minimum 10 years of relevant work experience) ii. Social Media Manager (Post Graduate with minimum 5 years of relevant work experience) iii. Graphic Designer (Post Graduate with minimum 5 years of relevant work experience) iv. Video Editor (Post Graduate with minimum 5 years of relevant work experience) v. Language Expert (Assamese) (Post Graduate with minimum 5 years of relevant work experience)	
5	Approach & Methodology a. Under standing scope of work – 4 marks b. Overall execution Strategy for branding, event, promotion and Settings outputs/SLAs– 8 marks c. Timelines for project – 4 marks d. Technical Approach and Methodology with sample creatives– 6 marks e. Social Media Management detailing- 8 Marks	30
Total Points Scored		100

*Bidders, meeting minimum eligibility criteria, shall present the same at ACCF. Firm Need to submit details for scoring and eligibility criteria including CVs of team and details for Approach & Methodology. Once prequalification is done, firms meeting minimum eligibility criteria shall be called to present their approach & methodology, infra, manpower, operational & financial plan. Accordingly, marks shall be allotted for this section.

11.8. Minimum 75 marks required to qualify for the next stage. Financial bid shall only be considered if bidder achieves 75 marks or above from above criteria. However ACCF committee have right to reduce this cutoff marks to 60 marks if sufficient bids (3 nos.) are not available for financial bid opening. Bid will only be considered if committee is over all satisfy with the credentials of the bidder.

11.9. For the technical scoring bidders individual score will be converted to given weightage after multiplying with 0.7.

11.10. For financial weightage lowest bidder will get 100 score and accordingly other bidders score will be converted into percentile.

11.11. Selection method under this tender will be QCBS (Quality cum cost based selection method). 70% weightage shall be given for technical criteria and 30% weightage shall be given to financial bid.

11.12. Financial evaluation shall be carried out as under:

Financial bid shall only be uploaded in the e portal only. Maximum score (100) being provided to the bidder offering lowest rate(L1). Commercial score= $(100 \times L1) / L$ (Bidders offer). The contract shall be awarded to the vendor with highest combined score calculated using formula as under:

Combined Score = (technical score assigned to the bidder x 0.7) + (Commercial Score of bidder as per above formula x 0.3)

Example: Vendor A got 95 marks in technical bid and offers Rs. 25,00,000/- in financial bid. Vendor B got 80 marks in technical bid and offered Rs. 20,00,000/- in financial bid.

Commercial Score of A= $100 \times 20,00,000 / 25,00,000 = 80$

Commercial Score of B= $100 \times 20,00,000 / 20,00,000 = 100$

Ranking:

Combined Score of A = $(95 \times 0.7) + (80 \times 0.3) = 90.3$

Combined Score of B = $(80 \times 0.7) + (100 \times 0.3) = 86.00$

Contract will be awarded to the vendor A

12. Selection agency and award of:

12.1. Successful vendor selected as per supra criteria, will be informed via formal letter of intent.

12.2. The successful bidder shall deposit required performance security amount and sign the contract within prescribed timeline, failing which the EMD may be forfeited and the award may be cancelled.

12.3. Upon receipt of the performance security ACCF will issue service order / engagement order.

13. CONFLICT OF INTEREST:

Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform ACCF, detailing the conflict in writing as an attachment to this Bid.

14. TERMINATION OF CONTRACT

- 14.1.** ACCF may, terminate Work Order by giving the Selected Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 14.2.** ACCF is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under work order.
- 14.3.** The Selected Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work.
- 14.4.** In the event of the quality of services as per the Scope of Work is not acceptable by ACCF.
- 14.5.** The Selected Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under work order to be observed and performed by it.
- 14.6.** The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of ACCF.
- 14.7.** The Selected Agency has been declared insolvent /bankrupt.
- 14.8.** In addition to above ACCF can terminate the engagement without assigning any reason by giving 30 days' notice.

15. CONSEQUENCES OF TERMINATION

- 15.1.** ACCF shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Agency on risk and cost of the selected bidder. Equivalent amount will be deducted from the pending payment /Performance security of selected agency.
- 15.2.** In the event of termination of this Contract, ACCF shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.

- 15.3.** In the event that the termination of the Contract/ Service Order is due to the expiry of the Terms of this Order, a decision not to grant any (further) extension by ACCF, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by ACCF.
- 15.4.** Where the termination of the Contract/ Work Order is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened / has ceased, ACCF shall pay the Selected Agency for that part of the Services which have been authorized by ACCF and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, ACCF may retain such amounts from the payment due and payable by ACCF to the Selected Agency as may be required to offset any losses caused to ACCF as a result of any act / omissions of the Selected Agency.
- 15.5.** ACCF may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other selected Agencies or other persons employed for completing and finishing or using such deliverables.
- 15.6.** When the Contract / Work Order is terminated by ACCF for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

16. PRICE Variations

In the event of lowering of government levies or market rates for particular work/item subsequent to the finalization of the selection, the bidder shall automatically pass on the benefits to ACCF, and in the event of increasing of government taxes subsequent to the finalization of the selection; ACCF shall consider the case on merit and the pro-rata benefits to the vendor may be considered if full reference with documentary evidence is submitted.

17. PENALTY

- 17.1.** The selected agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, ACCF may impose a penalty of 0.2% of the particular work value per day or part thereof of delay (subject to maximum of 10%). If the delay is beyond stipulated time then ACCF may cancel the work order and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. ACCF may debar and blacklist the agencies for applying in future also.
- 17.2.** If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with ACCF), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non- engagement of adequate resources in the prescribed time frame), of the agencies and ACCF decides to abort the contract / work order because of such failure, then a sum up to 10% of the value of the contract / work order may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with ACCF.

18. PAYMENT TERMS

- 18.1.** Fixed Fees (Fixed monthly Services as detailed in the scope of work):– against monthly invoices subject to deduction for each deliverables not submitted. To be assessed monthly. Deduction shall be done on pro rata basis for non-executed part.
- 18.2.** Variable Fees (as per Work Orders for additional work) – against invoices as per work orders on completion of assignment (for items on rate taken basis as per BOQ)
- 18.3.** Payments shall be subject to deductions of any amount for which the supplier is liable under the order conditions. Further all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the Income Tax Act/ GST, and other taxes, if any, as per Government of India rules. All payments will be made after confirmation of deliverable and on receipt of Invoice.

19. CONFIDENTIALITY AND SECURITY

- 19.1.** The selected agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of ACCF without the prior written consent of ACCF.
- 19.2.** The agency will ensure that no information about the software / hardware / policies of ACCF is taken out in any form including electronic form or otherwise, by the manpower posted by them.

- 19.3.** Additionally, the selected agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.
- 19.4.** ACCF shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected agency regarding any forbidden disclosure.
- 19.5.** For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the information already available in the public domain.
- 19.6.** Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of providers, recipients, dates of generation of the data, dates of handing over of data, modes of information, purposes and signatures of both the parties.
- 19.7.** Notwithstanding anything to the contrary mentioned hereinabove, the selected agency shall have the right to share the Letter of Intent / work order provided to it by ACCF in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience.

20. INDEMNIFICATION & LIMITATION OF LIABILITY

- 20.1.** The Agency shall indemnify ACCF from all liabilities/damages, if any, that may arise out of the conduct of the agency in violation of any law.
- 20.2.** The agency shall, at all times, indemnify and keep indemnified ACCF, free of cost, against all claims which may arise in respect of goods & services to be provided by the Agency under this tender for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks or damages due to moral .
- 20.3.** The Agency/ its employee/ Agent/Associate Provider shall at all times, indemnify and keep indemnified ACCF against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) or government norms or law or act while providing its services under this tender.
- 20.4.** The Agency shall, at all times, indemnify and keep indemnified the ACCF against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or violation of government norms or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- 20.5.** All claims regarding indemnity shall survive the termination or expiry of the contract.

- 20.6.** . The selected agency shall undertake to indemnify, hold harmless the ACCF from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the ACCF) attributable to the Agencies negligence or willful default in performance or non-performance under this Agreement.

21. FORCE MAJEURE

If at any time, during the continuance of the work order, the performance in whole or in part by either party of any obligation under the selection is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/ chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the work order / contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the work order/ contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the selection is prevented or delayed by reason of any such event for a period exceeding 60 days, ACCF may at its option, terminate the work order. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. ACCF shall however, be responsible to part pay the selected agency for the services successfully rendered to the satisfaction of ACCF as per the order during that period.

22. DISPUTE RESOLUTION

The Bidder and ACCF shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the selection work order.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in Guwahati and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this Tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract / Agreement / Work Order notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

23. APPLICABLE LAW

The contract / work-order(s) will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings / processing. All disputes in this connection shall be settled in Guwahati jurisdiction only.

24. Exit Management

24.1. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract the Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

24.2. Transfer of Assets

The selected bidder shall handover all the equipment/software/components supplied and installed under this project at the end of the contract period or in event of termination before the end of contract.

24.3. Cooperation and Provision of Information

During the exit management period the selected bidder will allow Lead Agency on ACCF or its representatives access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable ACCF to assess the existing services being delivered or on going.

24.4. Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period, supply to the ACCF or its nominated agencies the following:

- Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to services, Project's Intellectual Property Rights; any other data and confidential information; All current and updated Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format.
- All other information (including but not limited to documents, records and agreements, Creatives) relating to the services reasonably necessary to enable the ACCF and its nominated agencies, or Selected Bidder's Replacement to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies.

24.5. Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the client a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period.

24.6. Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to the client and/or any Replacement Successful Bidder in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, passwords, Live data, policy documents or any other material related to Project.

24.7. Exit Management Plan

The Successful Bidder shall provide the client with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the agreement as a whole and in relation to the Project Implementation, the Operation and Management agreement and Scope of work definition.

- A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for the communication with such of the Selected bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- Plans for provision of contingent support to the Project and Replacement Successful Bidder for a reasonable period after transfer.

The selected bidder shall have to provide a detail program as enumerated in the said clauses within three months from signing of the contract.

- The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the client or its nominated agencies.
- In the event of termination or expiry of Contract each Party shall comply with the Exit Management Plan.
- During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- This Exit Management plan shall be furnished in writing to the client or its nominated agencies within 60 days from the Effective Date of this Agreement.

25. PERFORMANCE SECURITY: -

Bidders are required to submit **performance security** as mentioned in point 2 at the time of issue of **LOI/VO**, valid for **18 months** from date of issue of LOI. Performance Security can be deposited through NEFT/RTGS/BG/DD/FDR/TDR. NEFT/RTGS can be made in favour of "Assam Cancer Care Foundation" Account No. 37754113832, IFSC: SBIN0003030

ANNEXURE-1: Declaration by the Applicant (On letter pad): -

I, Proprietor/ Partner /Director/Authorised Signatory of M/s..... hereby declare that the information given, and documents furnished as part of this proposal in response to the Notice inviting Quotation (NIQ) (Ref No. xxxxxxx) is true and correct to the best of my knowledge & belief.

I, _____ hereby certify on behalf of _____ that our offer no..... dtd.....against RFP No any applicable guidelines. I further confirm that in the event of disclosure at a later stage that the same is in breach and ACCF is put to any disadvantage, the whole liabilities arising out of this shall lie wholly on us and we shall bear all consequences thereof.

I, further certify that I am the duly authorized representative of M/s..... and competent to agree as above and a valid power of attorney to this effect is enclosed.

The price offered by us in the financial proposal shall remain valid for a period of 180 days form the due of submission of the proposal. In case we withdraw our proposal or bid any time before its validity then ACCF reserves the right to blacklist us for a minimum period of 3 years including forfeiture of EMD.

I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, form participating in NIQ, which is in effect at the time of bid submission.

I/we agree that ACCF can blacklist us for a minimum period of 3 years, if any information furnished by us proved to be false at the time of evaluation or at a subsequent date by the Client during the currency of the contract; or in case of non-performance. This action would be in addition to other legal recourses available to the Client under the law of the land. I offer to provide the service as per the prescribed terms and conditions and at the rates as quoted by us in the price bid (Quotation) if the contract is awarded to us.

I/we agree that the courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Notice Inviting Quotation (NIQ).

I/we agree that all decisions made by ACCF in matters related to this RFP shall be final and binding on us.

Name & Signature

Proprietor/Partner/Director/Authorised Signatory

Name of the bidder:

Date:

ANNEXURE-2: Power of Attorney format or Board resolution for authorized signatory

Format for Power of Attorney to sign the Proposal on behalf of the Applicant (On a Stamp Paper of Rs 100/-)

Power of Attorney

We, (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the NIQ for “.....” including signing and submission of all documents and providing information to the Client (i.e., ACCF, Guwahati) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our RFP response. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2023

For

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date :

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*
- iv. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).*

ANNEXURE-3: TURNOVER CERTIFICATE BY CA: -

Annual Turnover Certificate

(In the letterhead of the CA Firm)

The Annual Turnover of M/s_____ for the past three financial years are given below and certified that the figures as given below are in conformity with the audited statement of accounts and other statutory returns (i.e. Income Tax & GST) and are true and correct.

Sl. No	Financial Year	Annual turnover from similar business (Rs. In lakhs)
1	FY 2021-22	
2	FY 2022-23	
3	FY 2023-24	
Average Annual Turnover		

The Average Annual Turnover in last three financial years is Rs.....Lakhs(in words)

We also certify that M/sis in business of Marketing and media management services for last..... years.

Date: Signature of Auditor/Chartered Accountant

Place: (with Official Seal)

FRN.:

UDIN: xxxxxxxxxxxxxx

ANNEXURE-4: Brief of Relevant Experience:

S No	Name of Client	Location of Client	Duration of Assignment	Scope of Work	Details of the engagement	Remarks

Kindly attach work order copy and completion certificate for the past similar work

ANNEXURE-5: FINANCIAL PROPOSAL FORMAT:

To be uploaded only in E portal as per BoQ format.