

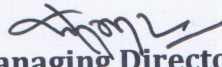
Bhopal, Dated 11-02-2022

EXPRESSION OF INTEREST (No. 64)

Madhya Pradesh Industrial Development Corporation Ltd., (MPIDC Ltd.,) Bhopal invites offer from interested Consultants with proven capabilities and demonstrated performance to express their interest to participate in the competitive bidding for **“Request for Proposal for Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh”**.

For details, interested consultants can visit following website:-

- www.mptenders.gov.in – MPIDC Bhopal
- Contact - enggcellmpsidc@gmail.com (Chief Engineer, MPIDC Bhopal)



**Managing Director
MPIDC Ltd., Bhopal**

Madhya Pradesh Industrial Development Corporation Ltd.

"CEDMAP BHAWAN" 16-A, Arera Hills, Bhopal - 462011, M.P. (India)

Request for Proposal (RfP) for

**Selection of Creative Agency for Branding & Promotion of ODOP Program in
Madhya Pradesh**

Issue Date: 11/02/2022

No.: MPIDC/Tech-RFP/2022/64

Export Commissioner & MD, MPIDC

Government of Madhya Pradesh

M P Industrial Development Corporation Ltd.

(Government of Madhya Pradesh Undertaking)

"CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462011, M.P.(India)



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A. Notice Inviting Tender

M.P. INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

NIT No.- 64

Dated: 11/02/2022

MPIDC invites proposal on behalf of Export Commissioner, Govt of MP holding charge of MD, MPIDC from interested Consultants /Consulting Agencies/Firms/Institutions/Parties engaged in providing consultancy services for the work of "Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh".

Sr. No.	Name of Work	Earnest Money Deposit (In Rupees)	Cost of Bid Document	Period of contract
1	"Request for Proposal (RFP) For Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh"	Rs.2,00,000 /-	Rs 11,800/- (incl. GST)	One Year

1. Key Dates: -

S. No.	Description	Date and Time
2.	Last date for submitting pre-bid queries.	21.02.2022@ 17:00 hrs.
3.	Pre-bid meeting	23.02.2022@ 15:00 hrs.
1.	Bid Submission Start Date	18.02.2022@ 11:00 hrs.
4.	Bid Submission Closing Date	11.03.2022@ 17:00 hrs.
5.	Bid Opening Date (Envelop A and B)	15.03.2022@ 15:00 hrs.

1. Bid Document(s) can be viewed and downloaded free of cost on the website <http://mptenders.gov.in>
2. Reply to pre bid queries (if any) and Corrigendum relating to tender (if any) will be published on website <http://mptenders.gov.in> only.

Chief Engineer
MPIDC, Bhopal

B. PROPOSAL INSTRUCTION SHEET (PIS)

S. No.	Instructions to Applicants	Specific Requirements
1.	Proposal submission starting date	18.02.2022 For details of Key Dates & Deadline for Submission of Proposals please refer page no. 4
2.	Manner of Submission	Physical submission of Proposal The proposal has to be submitted physically or through registered/speed post on or before expiry date as per document.
3.	Address for Proposal Submission	Chief Engineer, MPIDC 16-A, CEDMAP BHAWAN, Arera Hills, Bhopal -462011
4.	Cost of Bid Document (Non-Refundable)	Rs.10000/- (Ten Thousand Only) + 18% GST = Rs 11800/- (Eleven Thousand and Eight Hundred Only) processing fees through e-banking
5.	Language of the Proposal:	English
6.	Proposal Currencies	Indian Rupees
7.	Proposal Validity Period	120 Days
8.	Contact address for requesting clarifications on documents	Clarifications should be addressed to Managing Director, MPIDC Bhopal and requests for clarifications should be sent to e-mail address: enggcellmpsidc@gmail.com
9.	Proposal Security/ Earnest Money Deposit	Rs. 2,00,000/- (Rupees two lakhs only) Online
10.	Performance Security	Performance Security will be equivalent to <i>[Five Percent (5%)]</i> of the total bid price quoted in the form of Bank Guarantee as per the format in Appendix J.
11	Security Deposit	5% to be deducted from each running bill, and shall be released after 03 Months of successful completion of work.

1. ***The Applicant will be selected based on the Evaluation Methodology and Criteria indicated in the RFP.***
2. MPIDC reserves all the rights to reject or accept any/all applications, without assigning any reason whatsoever. MPIDC takes no responsibility for the delay, loss or non-receipt of any submission or letter sent by post, within the prescribed time period.
3. MPIDC also reserves the right to terminate the tendering process at its discretion without assigning any reason.
4. For any queries contact: enggcellmpsidc@gmail.com

**Chief Engineer
MPIDC, Bhopal**

DISCLAIMER

The information contained in this Request for Pre-Qualification cum Request for Proposal document (hereinafter referred to as “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the **Managing Director, Madhya Pradesh Industrial Development Corporation Ltd.** (hereinafter referred to as “MPIDC”), (the “Client”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the **MPIDC** in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the **MPIDC** its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The **MD, MPIDC** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The **MPIDC** 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 information.

RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The **MPIDC** also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The **MPIDC** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the **MPIDC** is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for "Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh", and MPIDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. INTRODUCTION

1.1 General

MPIDC ("the Client"), head office at "CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462011, M.P (India) intends to invite proposal for "Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh"

Background

Madhya Pradesh is one of the fastest growing States of India. Since its formation in 1956, Madhya Pradesh has grown from being an agriculture and mining based economy to an industry/services based economy. The state has a well-built infrastructure that has attracted investments in various sectors. The emergence of industrial goods among the top export items is an indication of the rise of the industrial sector in Madhya Pradesh.

MPIDC is the nodal office for smooth running of "One District One Product" Program in Madhya Pradesh, hereby referred as ODOP, ODOP program in the state will be operationalize by MPIDC. ODOP scheme aims to encourage such indigenous and specialized products and crafts. There are products in MP that are found nowhere else. Some of these products are GI-tagged, which means they are certified as being specific to that region in Madhya Pradesh. Many of these were also dying community traditions that are being revived through modernization and publicization. District-specific products are still unique to those regions. These are also small and medium industries that need modernization, machinery and productivity enhancement.

Like the diversity of its people, climates, faiths and cultures, the diversity of products and crafts in MP is also breathtaking. Embark on this journey of exploration and travel across 52 districts to see the one product they are known for – some will already be in your home, and the rest, we have no doubt, will soon get there.

Objective of the assignment

In order to materialize the goal of ODOP Program, MPIDC intends to undertake Local, National and International Campaigns, and publicize the initiatives of the ODOP Program. The prime objectives of the proposed campaign can be listed as –

- Creating content for awareness campaigns of Schemes & Incentives under ODOP Program;
- Creating content for promotion of ODOP as a brand at Local, National & International level;

- Content Creation such as videos, social media content, posters, advertisement etc.
- Creating content for promotion of ODOP related seminars, exhibitions/fairs, samagams, events through content creation.

MPIDC would like its campaigns to be attractive, eye-catching and contain focused creatives that effectively portray the potential of ODOP program and its access to beneficiaries. Being nodal agency responsible for ODOP program in Madhya Pradesh, MPIDC invites proposal from experienced agencies to design campaigns for same.

The Selected Bidder will be responsible for designing an integrated campaign which would include design of a logo, tagline and an overarching theme for Media publicity of ODOP Program. The Agency will also facilitate designing of artworks and creatives, development of media assets like TVCs, short films, print ads, billboard ads and posters, radio jingles, and other marketing collaterals (brochures, booklets, posters, etc.). Selected Bidder has to carry out the assignment in accordance with the provisions of the Scope of work and the work order (the "Work Order") to be issued by the MPIDC.

The statements and explanations contained in this RFP Document are intended to provide a proper understanding to the Bidders about the subject matter of this RFP Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Terms of Reference or the MPIDC rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP Document or the terms thereof or herein contained. Instructions to Bidders are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MPIDC.

Target Audience

The Target Audience for the promotional activities undertaken through his engagement would be primarily fall under the following segments:

- a. ODOP Scheme beneficiaries – Craftsman, artisans, small producers, traders, MSME units, Self Help Groups, Investors etc.
- b. Government – State government departments, Union government etc.
- c. Citizens - Citizens of Madhya Pradesh in particular and the country in general (Common Man)
- d. Media and influencers – Editorial staff and senior journalists, publishing houses and agencies providing information on the state
- e. Others – Students, Academia, Civil Society Organizations (CSOs) and Non-Governmental Organizations (NGOs)

The selected agency would be required to design the campaign ideas keeping in view the target audience; it may also be required to design campaigns specifically for a select segment of target audience

Invitation to Consultant

By means of this Request for proposal ("RFP"), MPIDC is pleased to invite consultants for "Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh". The Consultant is required to assemble a team of specialists to cover the Requirements detailed in the RFP.

The RFP submission will include Pre-Qualification, Technical & Financial Proposal as detailed in this RFP document.

1.2 Schedule of Bidding Process

MPIDC would endeavor to adhere to the following schedule during the Bidding Process:

Sr. No	Work Department Stage	Bidder's Stage	Start		Expiry	
			Date	Time	Date	Time
1	-	Bid submission	18/02 /22	11:00	11/03/22	17:00
2	Tender opening		15/03/22	15:00	-	-
3		Pre bid Queries Submission	-	-	21/02/22	17:00
4	Pre bid Meeting time		23/02/22	15:00	-	-

2.0 INSTRUCTIONS TO THE CONSULTANTS

2.1 General Terms of Bidding

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The term applicant/ bidder (**the “Applicant”**) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 The Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Client through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Client’s decisions are without any right of appeal whatsoever. An applicant is eligible to submit **only one Bid** for entire assignment.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.4 The Bidder should submit a **Power of Attorney** as per the format at **Appendix C**, authorizing the signatory of the Bid.
- 2.1.5 The Financial Bid should be furnished as mentioned in RFP, clearly indicating the bid amount (as per requirement of RFP document) in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 Bids submitted with any condition or additional stipulation shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.8 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Office of EC, GoMP and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The MPIDC will not return any Bid or any information provided along therewith.
- 2.1.9 Bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Office of EC, GoMP shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the

direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or

- ii) a constituent of such Bidder is also a constituent of another Bidder; or
- iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder.

Consultants (including any of its constituents and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment (ii) the selection process for such assignment or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MPIDC throughout the selection process and the execution of the Contract.

2.1.10 Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Office of EC, GoMP in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the MPIDC including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the MPIDC being liable in any manner whatsoever to the Selected Bidder for the same.

2.1.11 No Subletting of Contract will be allowed without prior consent of MPIDC. This RFP is not transferrable.

2.2 Consortium

Consortium or Joint Venture is not allowed.

2.3 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The MPIDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the event of any contradiction between the details furnished in this RFP and the same obtained through Bidders' own means, the data provided in RFP will prevail.

2.4 Bid Processing Fees (Cost of RFP Document)

The consultants would be required to pay **Rs. 10000/+18%GST (Rs. Ten Thousand**

only) i.e. Rs 11800/- (Eleven thousand and Eight Hundred Only) by online submission. The Tender Document Fee is non-refundable.

2.5 Verification of Information

2.5.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) Made a complete and careful examination of the Bidding Documents;
- b) Received all relevant information requested from MPIDC
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of MPIDC relating to any of the matters referred to this RFP;
- d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the MPIDC, or a ground for termination of the Contract Agreement.
- e) Acknowledged and agreed that MPIDC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the MPIDC.

2.6 Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, MPIDC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 The Client reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith; if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the MPIDC to the Bidder, without the MPIDC being liable in any manner whatsoever to the Bidder. In such an event, the MPIDC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be without prejudice to any other right or remedy that may be available to the MPIDC.

2.6.3 The MPIDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the MPIDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MPIDC there under.

2.7 Pre-Bid Meeting

2.7.1 Pre-Bid Meeting of the Applicants will be held on 23/02/2022 at 03.00 PM at MPIDC office. A maximum of one representative of each Applicant will be allowed to participate. Queries may also be sent by e-mail on enggcclmpsidc@gmail.com

2.7.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.8 Clarifications and Amendment of RFP

2.8.1 The MPIDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MPIDC to respond to any question or to provide any clarification.

2.8.2 The MPIDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the MPIDC in written shall be deemed to be part of the Bidding Documents.

2.8.3 At any time prior to the deadline for submission of Bids, the MPIDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify this RFP by the issuance of Addenda.

2.8.4 Any Addendum/ Corrigendum thus issued will be uploaded on the <https://www.mptenders.gov.in> only.

2.8.5 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the MPIDC may, at its own discretion, extend the Bid Due Date after considering the time required by Bidders to address such amendment.

2.9 Preparation and Submission of Proposals

2.9.1 The bids shall be prepared in two parts, Part 1(Envelope A and Envelope B). Envelope B to be called as technical proposal and shall be submitted, and Also Part 2(Envelope C) containing the financial bid, has to be submitted. The Bidder shall provide all the information sought under this RFP within the specific envelopes. The MPIDC will evaluate only those Bids that are received in the required formats and complete in all respects. **The Proposal shall be submitted online.**

2.10 Submission of Bid

2.10.1 The Part 1 of the bid shall comprise of Envelope A (Prequalification Proposal) and Envelope B (Technical Proposal-as given in Eligibility criteria in RFP), Part 2 (Envelope C) of the bid shall contain financial proposal and shall be submitted online only.

2.10.1.1 Envelope A shall contain following documents:

1. Copy of tender purchase receipt.
2. Earnest Money Deposit online

Failure to submit the above documents online shall result in rejection of bid completely, and envelope B and financial bid shall not be opened of such bidders.

2.11 Envelope B shall contain following documents: Documents for Technical evaluation

1. Company Registration
2. GST Registration and PAN No.
3. Prequalification criteria document as clause 2.36 as per Appendix B1 & B2.
4. Cover Letter as per Appendix A1
5. Financial Turnover as per Appendix B2.
6. Project details as per Appendix B1 (attach proof, completion certificates)
7. Power of Attorney if applicable as per Appendix C.
8. Format for Project Data Sheet Appendix – D (for Technical Evaluation).
9. Format for CV for proposed personnel as per Appendix F.
10. Declaration regarding non-Blacklisting as per Appendix I.

Failure to submit the above documents shall result in rejection of bid completely, financial bid shall not be opened of such bidders.

2.12 For bid submission, Envelope A documents should be clearly incorporated, as after checking of Contents of Envelope A, Envelope B shall be opened. If the documents are not attached in the respective envelope as instructed above, MPIDC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.13 The **Financial Proposal “Envelope C” [Appendix E]** shall be submitted online. The financial proposal of the Bidder shall be the lump sum fee which the bidder proposed to charge for undertaking the assignment. The financial proposal is inclusive of all the out of pocket expenses incurred by the bidder towards travel, documentation & communication. The financial proposal shall not include GST, which shall be payable extra by MPIDC, Ltd. Bhopal. (Service recipient, as per the current norms).

2.14 The Technical Proposal Should be submitted as per Envelope B, and if need be the extra documents can be demanded for clarification.

2.15 Address of Communication

Any communication shall be addressed to:

Attention of:

MD, MPIDC

"CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462011, M.P (India)

Pre-bid Queries can be sent to E-mail: enggcclmpsidc@gmail.com

2.16 Bid Due Date

2.16.1 The RFP document will be visible on the portal, from 14/02/2022,

The client may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing Addendum in accordance with **Clause 2.8.5**, uniformly for all Applicants, and the same shall be notified **online only on website** <https://www.mptenders.gov.in>

2.17 Validity of Bids

2.17.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Client.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Client in relation to or matters arising out of, or concerning the Bidding Process. The Client will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Client.

2.19 Confirmation of Receipt

2.19.1 The Client would appreciate the Applicant informing, by facsimile/Email, the receipt of the document either from office or from website.

2.20 Correspondence with the Bidder

2.20.1 The Client shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.21 Bid Security (EMD)

2.21.1 The Bidder shall deposit as part of its bid, a Bid Security of **Rs.2,00,000/- (Rupees Two Lakhs Only)** online on <https://www.mptenders.gov.in>.

2.21.2 Proposals not accompanied by EMD/Bid security shall be rejected outright as incomplete bid.

2.21.3 No interest shall be payable by MPIDC for the sum deposited as Bid Security deposit.

2.21.4 The EMD/Bid Security of the unsuccessful bidders would be returned back within one month of issuance of LOA to the successful bidder. The Bid Security of the successful bidder would be returned after submission of Performance Bank Guarantee and signing of agreement.

2.21.5 EMD/Bid Security shall be forfeited by MPIDC in the following circumstances:

- i) at any time, a material misrepresentation is made or uncovered, or

- ii) If the bid is withdrawn during the bid validity period or any extension thereof.
- iii) If the offer is modified or varied in a manner not acceptable to MPIDC after opening of the proposals during the bid validity period or any extension thereof.
- iv) If the success full bidder fails to execute the agreement within the stipulated time or any extension thereof provided by MPIDC.

2.21.6 The MPIDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents. Failure of the MPIDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MPIDC

2.22 The Successful Bidder is required to enter into a Consultancy Agreement with MPIDC and the draft of the same is set out in **Appendix G**. The fees shall be paid to the Successful Bidder by MPIDC in the manner as set out in **Clause 2** of the Draft Consultancy Agreement.

2.23 MPIDC intends to adopt a single stage bidding process for selection of Agency for the Assignment. The scope of services is set out in **Section 3**.

2.24 The Proposals received from eligible Consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.

2.25 Opening of Proposals and Clarifications

2.25.1 MPIDC would First Open Envelope A on Due Date of Schedule of Bidding Process for the purpose of evaluation. **Envelope A shall be opened first** and its contents shall be verified with the requirement of documents in envelope A, if Envelope A contains all the required documents the bid shall be considered responsive, failing to attach the documents in Envelope A, the bid shall be declared nonresponsive and thereafter technical proposal (Envelope B) of responsive bidders only shall be opened.

2.25.2 The bids then shall be first, evaluated for prequalification criteria as mandated in this document. Bidders who fail to meet the prequalification criteria will not be evaluated further.

2.25.3 Technical evaluation of qualified bidders shall be done and marks shall be allotted, bidders securing minimum qualifying marks shall be declared qualified and will be shortlisted for opening of financial bids.

2.25.4 The Part II Envelope -C (Submission -financial bid) of the shortlisted and technically qualified Bidders shall be opened.

2.25.5 MPIDC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

2.25.6 To facilitate evaluation of Proposals, MPIDC may, at its sole discretion, seek

clarifications in writing from any Bidder regarding its Proposal.

2.25.7 NA.

2.25.8 MPIDC reserves the right to reject any Proposal, if:

- a. At any time, a material misrepresentation is made or discovered; or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

2.26 In the event of acceptance of the Proposal of the Preferred Bidder, MPIDC shall declare the Preferred Bidder as the Successful Bidder. MPIDC will notify the Successful Bidder through a Letter of Acceptance (LOA) that its Proposal has been accepted.

2.27 Initially the successful Bidder shall be signing the agreement to execute the Scope of works. The successful Bidder shall sign the agreement within 10 days of issuance of Letter of Acceptance.

2.28 NA

2.29 Performance Guarantee-

The Successful Bidder(s) shall furnish a Performance Security equivalent to **5% of the Quoted Amount as per Appendix J.**

The above performance security can be liquidated by the authority i.e., MPIDC, stating that the amount claim is due by any of loss or damage cost to or suffered the authority by reason of any breach of any terms or conditions confined in the said agreement or by reasons of consultant failure to perform the said agreement. The decision of Managing Director, MPIDC, shall be final and binding in this regard. **The minimum validity period of Bank Guarantee should be 1 year which can be further extended up to 1 year if required.**

2.30 Penalty for Delay

The compensation shall be levied on the consultant at the rate of 0.25% per month of delay limited to a maximum 10% of the total fees, apart from above penalty for any negligence in quality of work shall be levied on the consultant to additional 10% of total fee.

2.31 Limited Liabilities

To the maximum extent permitted by law:

- a) subject to b and c below, the consultant's total liability to the client under this agreement (including the performance or non-performance of the consultant's services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the amount specified in 2.30;
- b) The consultant has no liability to the client in respect of any indirect, consequential or special losses, (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement);
- c) The consultant has no liability in respect of the consultant's services after the expiration of 1 year from the completion of the consultant's services,

2.32 Failure of the Successful Bidder to comply with the requirements set out in this document shall constitute sufficient grounds for the annulment of the LOA and forfeiture of the EMD. In such an event, MPIDC reserves the right to

a. either invite the next best Bidder for negotiations

Or

b. Take any such measures as may be deemed fit in the sole discretion of MPIDC, including annulment of the bidding process.

2.33 Notwithstanding anything contained in this RFP, MPIDC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.34 The successful bidder will guide and help and prepare respective document the client in getting LOA/grants under prevailing schemes of state/central govt. as well as international funding agencies. (if applicable)

2.35 (NA)

2.36 Pre-Qualification Criteria

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Pre-Qualification Criteria as set out in this clause. In case an Applicant does not fulfill the Minimum Pre-Qualification Criteria, the Technical Proposal of such an Applicant will not be evaluated further. In such cases, the Bid Security will be returned after issue of Letter of Award to the selected Applicant.

No.	Eligibility Criteria	Documents Required
1.	The creative agency must have a cumulative revenue from creative work (i.e., should not include revenue from media buying and selling) of Rs. 10 crores or above in the last 5 financial years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21).	Certificate from the statutory auditor / CA certified figures clearly specifying the annual turnover for the specified years. (As per Appendix B2)
2.	The creative agency must have relevant experience of 10 years in the same advertising field	Incorporation Certificate/Company registration certificate
3.	Firm should have experience of managing at least 2 similar assignments from Government at national or international level in last 3 years.	Copy of work order/LoA/Completion Certificate from the client.
4.	Bidder should not be blacklisted by any Central/State Government /PSU.	As per Appendix I

*(The information required in this Para 2.36 to be submitted in **Appendix B1 & B2**).*

2.37 Technical Evaluation criteria

The evaluation committee ("**Evaluation Committee**") appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following

evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

The minimum technical score required to qualify technical evaluation is 70 out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and shall leave the financial bid unopened.

2.38 FINANCIAL BID EVALUATION

The Bidder shall be selected on the basis of QCBS.

- a) The quoted price shall be in Indian Rupees.
- b) All quoted prices shall be exclusive of GST.
- c) Any conditional financial bid would be summarily rejected.

2.39 Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Proposal Evaluation Committee shall correct arithmetical errors on the following basis: -

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

If there is an error in a grand-total, corresponding to the addition or subtraction of sub-total, the sub-total shall prevail and the grand-total shall be corrected. The Bidders shall submit Project Data Sheets as set out in **Appendix B1**. The Project Data Sheets shall need to be accompanied with copies of work orders/advisory and/or consultancy services agreements/service certificates/completion certificate from clients, as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation. The Bidder shall mention clearly the team members to be committed to the Assignment.

2.40 The score (P_e) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed in the RFP.

2.41 The Bidders shall submit Project Data Sheets as set out in **Appendix B1**. The Project Data Sheets shall need to be accompanied with copies of work orders/advisory and/or consultancy services agreements/service certificates/completion certificate from clients, as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

2.42 NA

2.43 The score (P_e) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above in **Clause 2.37**.

2.44 Evaluation Methodology

2.44.1 The Financial Proposals of the Bidders who qualify in Technical Evaluation shall be opened. The Bid Evaluation will be carried out as QCBS System as per clause 4.6.

S. No	Criteria	Marks
1	Past experience of the agency	45
1a	<p>Projects for any of the BSE500 Companies or with state/ central/international government involving creative work for creative content such as designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings etc. as mentioned in scope of work in last five financial years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21)</p> <p>Evidence & Sample for 4 Projects - 8 marks Evidence & Sample for 5 Projects – 11 Marks Evidence & Sample for 6 Projects or more – 15 marks</p> <p>Work order or agreement along with scope of services rendered should be provided as documentary evidence. In addition, online link of videos and samples of designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings for each event/ summit should be provided. (Projects having complete supporting documents shall be considered for evaluation)</p>	15
1b	<p>Experience of providing Content and design such as designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings etc., as mentioned in scope of work for any of the BSE500 companies or for State or Central or international Government bodies with each project cost of minimum of Rs 50 lakh in last five financial years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21)</p> <p>For 4 projects – 8 marks For 5 projects – 11 marks For 6 projects or more – 15 marks</p> <p>Work order or agreements along with scope of services rendered clearly indicating that the agency has provided Content, design, media campaigns such as designing logo, brochures, videos, radio content, advertisements (print & digital), newsletters, flyers, banners and hoardings etc as mentioned in scope of work for any of the BSE500 companies or for State or Central Government of India bodies. (Projects having complete supporting documents shall be considered for evaluation)</p>	15
1c	<p>Firm's average turnover in India from Content, design and creative services only in the last five financial years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21)</p> <p>Average Turnover of Rs. 10 crore to 25 crore – 8 marks Average Turnover of above Rs. 25 crore to 50 crore – 11marks Average Turnover above Rs. 50 crore – 15 marks</p> <p>Turnover of sister concerns/affiliates would not be considered. An Auditor/ CA</p>	15

	Certificate must be provided, clearly stating that the “Turnover is from PR, design and creative services only.”	
2	Qualification and Experience of Team Proposed for the assignment (CVs for each team member to be submitted as per format provided in Annexure 1)	30
2a	<p>Team Lead cum Design Expert: Onsite</p> <p>Post-Graduation in Fine Arts, creative designing or similar fields with minimum 10 years of work experience in relevant fields from reputed national or international institute. (4 marks)</p> <p>Experience in designing of marketing collaterals for international events/ Global Investor Summits organized by any of BSE500 company or state or central government for industrial promotion/ Other state/national/international government projects of at least 6 months duration. (1.5 mark for each such project, Maximum – 6 marks)</p>	10
2b	<p>Content Developer (5): Onsite</p> <p>Post-Graduation in any field with at least 5 years of work experience in design and content development. One of the personnel should have advanced proficiency in written Hindi, three of the personnel should have advanced proficiency in written English and One of the personnel should have advanced knowledge of social media content development and digital marketing. (2 marks for each personnel = 2x5 =10)</p> <p>Experience of writing/ editing texts for branding/promotion/industrial promotion/ economic development campaigns run by any BSE500 company or State or Central or International Government agencies or international governments projects of at least 6 months duration. (1 mark for each such campaign, maximum – 2 marks for each personnel= 2x5 = 10)</p>	20
3	<p>National / International Awards won for similar projects.</p> <p>For each national / international award won, 2 score would be given, up to a total maximum of 10 scores</p>	10
4	<p>Write up (to be provided as part of technical proposal) and presentation on approach including –</p> <ul style="list-style-type: none"> • Understanding of scope of work • Segmenting, Targeting and Positioning (STP) • Approach, Methodology and Work Plan • Sample video and print media creatives along with suggestive designs for brochures, Banners, Hoarding, etc. • List of suggested bloggers • Crisis management plan • List of suggested op-ed writers • List of suggested national and international magazines for publication of articles • Media & PR plan, social media strategy, outreach depth & strategy and scheduling of all types of media for both national and international markets. • Any other innovative idea/ strategy 	15

3.0 Role & Scope of Work

The detailed scope of work is as under –

A. Positioning theme and implementation strategy

- (i) The selected agency in consultation with MPIDC will have to propose a positioning theme for ODOP Program based on the strengths of the MP state & ODOP Program, key opportunities, the program direction and the future aspirations. Few components or whole of the positioning theme will be approved by MPIDC which will be reflected across all the activities of ODOP program. The activities defined in the approved components of positioning theme will have to be segregated activity wise into short term (3 months), medium term (06 months) and long term (12 months) with clearly laid out objectives and KPIs.
- (ii) The selected agency will have to prepare a detailed implementation strategy (with timelines and clearly laid out deliverables) to achieve the finalized and approved positioning theme along with the department budget requirement for One year. This will include the branding as well as Media & Communication Plan.
- (iii) To identify the domestic and international market potential of the selected product
- (iv) To identify the opportunities and challenges associated with the value chain of each product

Key deliverables:

Report on positioning theme and detailed implementation strategy within 15 days of accepting the award along with the detailed budget estimates for implementation.

B. Branding

- (i) The selected agency will have to prepare a branding strategy to achieve the proposed positioning of the ODOP Program.
- (ii) Identification of prospective brand ambassadors/brand advocates in consultation with MPIDC and designing the campaign plan.
- (iii) Templates for common needs to include, but not limited to –
 - a. Report covers
 - b. Brochures
 - c. Marketing folder design
 - d. Newsletter/ e-newsletter

Key deliverables:

- (i) Branding strategy which can be part of positioning theme report
- (ii) Product brochure of international standard for positioning the product at international markets
- (iii) Recommendations along with a suggestive list of at least possible 10 brand ambassadors
- (iv) Templates

C. Detailed Communication Strategy and associated designing and creative activities:

The selected agency will be required to plan and design a detailed strategy to carryout different promotional activities covering all mediums so as to achieve the intended positioning of the ODOP Program. All communication/promotional content will have to be created either in English and/or in Hindi.

The selected agency needs to also prepare a weekly, monthly and Yearly Communication strategy for Media The agency will need to develop campaigns – conception (with frequency, placement, etc., if applicable), information architecture, creative design, copywriting, graphical design, resizing and final mechanicals for MPIDC in the following categories –

D. Print

The selected agency will be required to conceptualize and develop creative for print medium in English and Hindi.

The creatives prepared by the agency should be ready to release version for publishing in newspapers/ magazines.

The selected agency will be required to carry out the digital art work/ infographic designing/ graphic designing/ image work (high resolution images) in the required sizes as per communication from MPIDC or as per the agreed print media plan. The selected agency will have to provide all required art and design work for developing the creatives. The final creative will be published in the selected print media, which will be routed through “Madhya Pradesh Madhyam”. It would be the responsibility of the selected agency to communicate with “Madhyam” through its resource sitting in MPIDC. No extra payment would be made to the selected agency for this coordination work with Madhyam.

The creative output from selected agency for print medium wouldinclude but not limiting to the following:

E. Advertisement:

Conceptualization, designing and all associated activities to provide print ready Strip Ads, Quarter Page Ads, Half Page Ads, Full Page Ads as per requirement.

F. Newsletters:

The selected agency will have to design, prepare and generate content for newsletters – both print version as well as electronic version along with all associated activities. The newsletter will have to be delivered by the agency as per schedule – Deliverables and Timelines and will include, but not limited to, recent initiatives of ODOP Program, testimonials, achievements, success stories etc. The agency will also be responsible for generating content for newsletter approved by MPIDC. The agency might have to translate the newsletters in the native language of 8-10 focus countries (to be decided by MPIDC) as well.

I. Radio

The selected agency will be responsible for conceptualizing & creating radio jingles and theme songs. The agency will be required to create and deliver the final script to MPIDC. The Radio campaigns will be in form as under, but not limiting to:

- a. **Radio Spot:** The selected agency will be required to make creative for the 12 Radio spots of 30-60 seconds (as per requirement) in the form of Script, Messages, Lyrics, Jingle, etc. along with its production. The agency shall be responsible for all coordinationfor airing of the spot on popular Radio Channels

on approval of MPIDC. MPIDC will be responsible to make payment to Radio channels for same, the selected agency will only coordinate for it.

- b. **Radio Sponsored Program:** In order to create awareness of initiatives and showcase achievements, a series of Radio Sponsored Program (10 episodes of 15 minute each) may be developed. The program will be produced in a Radio Magazine format which is typically characterized by periodicity, variety in its content presentation- discussions, interviews, reviews and feedback. The content may be developed in consultation with the MPIDC. The agency will be responsible for but not limited to developing scripts, suggesting topics for the episodes, suggesting guests for expert advice segment/interview, discussion with radio channels, etc. Media buying shall be the responsibility of MPIDC.

Note: For both Radio Spot and Radio Sponsored program, DAVP rates will be applicable for media buying component, wherever applicable.

II. Television

The selected agency will be responsible for conceptualizing, testing, research, creating the components of TV campaign as given below. The TV campaign creative will be in the form as under, but not limiting to:

- a. **TV Spot:** The selected agency will be required to create and produce at least two comprehensive creatives for TV Spot (60 seconds and 30 seconds) in the form of Story board/ Script, Messages, Lyrics, Jingle, Graphics, Animation etc. The agency shall prepare a comprehensive media plan which shall be approved by MPIDC for TV.

III. Digital Films:

The selected agency will be responsible for conceptualizing, creating and producing –

- a. ODOP Films for each district of Madhya Pradesh (5 minute duration) in English & Hindi both.
- b. 5 videos of ODOP Programme holistically (One 1-minute, Two 2-minute & Two 5-minute videos) in English & Hindi both 5 videos, one each for explaining ODOP Schemes in English/ Hindi as per requirements.

The selected agency is responsible for creating and producing the script of such films. All Films will be freshly shot for this engagement using professional photographers and further edited to make it ready for release. All graphics/ animations/ art work used must be developed ab initio by the selected agency for this scope activity.

IV. Mobile Phone Marketing:

The selected agency will be responsible for identifying occasions in consultation with MPIDC on which bulk SMS/Whatsapp messages are required to be sent out. Further the agency will be responsible for creating content of SMS/Whatsapp messages and successful dissemination of SMSs/Whatsapp messages. The cost of sending such bulk SMSs/Whatsapp messages shall be borne by MPIDC.

V. Brochures and other collaterals:

The selected agency will have to conceptualize, design and develop the

various brochures, flyers, coffee table book, ODOP product profiles etc. as per the proposed branding plan for MPIDC as and when required. The information of schemes for such collaterals will be provided by MPIDC, however creative content for ODOP products shall be collated by the selected agency. The targets for such brochures are as below (In both Hindi & English language)

- a) Separate brochure for each existing and forthcoming ODOP Schemes
- b) Theme-based brochures for ODOP products eg., Handicraft, Textiles, Wood etc
- c) An ODOP Program brochure providing information on entire program in brief
- d) A yearly coffee table book. The pictures of ODOP products for Coffee table book would be arranged by the agency either through buying the copyrights or arranging for photoshoot for ODOP products.
- e) A ODOP product profile for each district
- f) Content for ODOP products for online selling (2-3 paragraph for each ODOP product with 3-4 HD pictures)
- g) As other article as and when required

Deliverables and Timeline

The tentative time period of the assignment is 12 months from the date of acceptance of award. The key deliverables (in addition to other activities/ deliverables as mentioned in the Clause 2.4) for this duration will be as follows (timelines are suggestive and can be changed as per requirement): -

Deliverable	Timeline	Quantitative Description (Minimum quantity of each deliverable in the specific timeline mentioned below from date of award)
Positioning theme & implementation strategy	Within 15 days of accepting the contract	
Branding Strategy	Within 15 days of accepting the contract	
Advertisements	As and when required	52 advertisements
Newsletter	07 days from end of every month for the preceding month	12 newsletters (One for each month detailing the ODOP activities for that month)

Radio Spot Advertisements	As and when required	12 advertisements
Radio Sponsored Programme	As and when required	3 programme (Each programme of 10 episodes with minimum 15 minutes each)
TV Spot Advertisement	As and when required	6 advertisements
Digital Videos (Each video both in English & Hindi)	As and when required	<ul style="list-style-type: none"> a) One video for each ODOP district. So total number of videos required are 75 (each video of min 5 min) and b) 5 videos of ODOP Programme (One 1-minute, Two 2-minute & Two 5-minute videos) c) Minimum 5 videos (One for each scheme)
Mobile Phone Marketing	SMS content	As and when required
Social Media Content Development		As and when required
Content & Design for Brochures and other collaterals	As and when required	<ul style="list-style-type: none"> a) Separate brochure for each existing and forthcoming ODOP Schemes b) Theme-based brochures for ODOP products eg Handicraft, Textiles, Wood etc c) An ODOP Programme brochure providing information on entire programme in brief d) A yearly coffee table book. The pictures of ODOP products for Coffee table book would be arranged by the agency either through buying the copyrights or arranging for photoshoot

		for ODOP products. e) A ODOP product profile for each district f) Content for ODOP products for online selling (2-3 paragraph for each ODOP product with 3-4 HD pictures)
Additional deliverables may be quantified, and instructions will be issued to the selected bidder from time to time	Adhering to the timelines specific to the tasks provided in instructions/work order issued from time to time	
Quarterly progress report	Within 7 days after end of every quarter	

Day Zero shall be a day of acceptance of award by the selected agency. The timeline and definition of Deliverables can vary as per the action plan to be defined by the Selected Agency. The Selected Agency shall hand over soft copies and 2 sets of hard copies of all the deliverables of the assignment as per time line, which will be the property of MPIDC.

3.1 Schedule of Deliverables

Payment Terms

(T – Date of issue of work order or agreement signing date – whichever is earlier)

S.No.	Milestone	Timeline	Payment %
1.	Team mobilization fees	T+ 15 days	5% of the total project cost against BG which shall be recovered in 10 equal instalments quarterly
2.	Quarterly basis - progress report	Quarterly	On submission of QPR, the payment shall be released in equal quarterly instalments

TDS, security deposit and other standard deductions shall be made as applicable.

4. Evaluation of Bids

4.1 Opening of Bids

4.1.1 The proposals shall be opened as per **Clause 4.2 to 4.6** of this document. If possible, consultant may depute their representative to be present at the time of opening of proposals.

4.2 Test of Responsiveness

4.2.1 Prior to evaluation of Bids, the Client shall determine whether each Bid is

responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a. The Envelope A is received as per the requirement of **Clause 2.10.1.1**.
- b. It is received by the Bid Due Date including any extension thereof pursuant to **Clause 2.16**;
- c. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- d. It does not contain any condition;
- e. It has prequalification documents attached as per tender conditions and
- f. It is not non-responsive in terms hereof.
- g. The sole bidder has not participated either as another sole bidder.

4.2.2 The Client reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Bid.

4.3 Evaluation Process

4.3.1 The proposals shall be evaluated as per the parameters set below and ranked accordingly.

1. At the beginning of Evaluation process, the Pre-Qualification of the bidders shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently, Applicants meeting Pre-qualification criteria only will be further evaluated for Technical Proposal.
2. Technical Bids shall be evaluated based on total score of 100. The Evaluation and score shall be based on competency of Firm/ Consortium, financial credentials, quality of manpower commitment. Score above 70 out of 100 shall only be qualified technically.
3. Financial bids shall be opened only for bidders qualifying technically.

4.4 Technical Evaluation

4.4.1 Technical Evaluation would be undertaken according to the criteria set forth in this RFP document.

Financial Evaluation

4.5 The price bids of only technically qualified bidders would be opened for further consideration.

4.6 Financial Bid Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up. Financial Proposals of only

those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

Sf= $100 \times \text{Fm} / \text{Financial Proposal of Applicant under consideration}$
Fm: Lowest Financial Proposal
Sf: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.70 (or 70%) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = $(\text{Tm} \times 0.70) + (\text{Sf} \times 0.30)$

Tm : Technical Marks

Sf: Financial Score

- a) The quoted price shall be in Indian Rupees.
- b) All quoted prices shall be inclusive of all taxes/GST.
- c) Any conditional financial bid would be summarily rejected.

4.7 Negotiations

4.7.1 No financial negotiations will be carried out.

4.7.2 Further Negotiations with the selected Consultant(s) will be squarely limited to the Time Schedule for Professional Personnel, Activity (Work) Schedule and improvements in ToR. Agreement must then be reached on the final ToRs, the staffing, Bar Charts, which will indicate activities, staff, and periods in the field and in the office, staff months, logistics and reporting.

4.7.3 MPIDC shall issue Letter of Award (LOA) for carrying out the assignment.

4.7.4 No information on the evaluation of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. ***Any consultant, who tries to influence the evaluation, will be liable to be rejected.***

4.8 Award of Contract

4.8.1 The Authority may award the contract to the highest QCBS Scorer Bidder.

5 Fraud and Corrupt Practices

- 5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Client shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process and such Applicant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 1 (One) years from the date so determined.
- 5.2 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6 Miscellaneous

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally and fully from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith.

Covering Letter

(On the Letterhead of the Bidder)

Date:

To:

Ref. :The MPIDC invites Proposal for “Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh”.

Dear Sir,

Being duly Authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Bidder*) for the captioned Project, with the details as

per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from _____ (*insert Proposal Due Date*).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

Details of Bidder
(On the Letter Head of the Bidder)

1. (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business

2. Details of individual(s) who will serve as the point of contact / communication for MPIDC with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Format for Pre-Qualification Proposal (Projects)

Project Specific Experience

Provide information of the number of projects, required towards fulfilling prequalification criteria and for technical evaluation.

Note:

- Separate Table for Each Project. **Limit the total pages per project to 2 pages of A4 size.**
- Attach proofs to substantiate the Details provided (Letter of Award, relevant Completion Certificate etc.). **Projects without the proof of experience will not be considered for evaluation.**
- Client reserves the right to verify the details and ask to furnish necessary proofs in that regard.

S. No.	Particulars	Details
1	Project Name:	
2	Project area:	
3	Name & Address of Client	
4	Project Cost (in INR in Lakhs):	
5	In case of JV, Name of Lead Partner:	
6	Approx. value of the contract (in INR in Lakhs):	
7	Approx. value of the services provided by your firm under the contract (in INR in Lakhs) :	
8	Project Duration as per Contract (in Months):	
9	Project Commencement (Month, Year)	
10	Project Completion (Month, Year)	
11	Total No of staff-months of the project	
12	No. of staff months provided by the associate/consultants if any.	
13	Name of senior professional staff of your firm involved and functions performed. (Indicate only the most significant profiles such as Project Director/Coordinator, Team Leader):	
14	Narrative Description of Project:	
15	Description of actual services provided by your staff within the assignment:	

Authorized Signatory:

Full Name:

Designation:

Name of the

Firm: Address:

Seal of the firm:

Format for Pre-Qualification Proposal
(Average Annual Turnover from consultancy services)

Sr.	Financial years	Average Annual turnover (INR)
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
4.	2019-2020	
5.	2020-2021	
	Average for Five years	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years from **consultancy services**.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

Note:

- In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, 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 Proposal for **“Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh”** including signing and submission of all documents and providing information/responses to MD, MPIDC in all matters in connection with our Proposal for the said Assignment.

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 ____ 2022

For _____

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

_____ Signature)
(Name, Title and Address of the Attorney)

Date:

Note:

1. *To executed only if the Bidder is a Company or Partnership firm*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.*
3. *Also, wherever required, the Bidder 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 Bidder.*

Format for Project Data Sheet (For Technical Evaluation)

Attach details of Project to be consider for technical Evaluation

Name of the Firm:

Project Name:		
Project Location (within Country/ International)		
Name of Client:		
Start Date (Month/Year):	Completion Date (Month/Year):	
Name of Associated Firm(s) if any:		
Name of Senior Staff (Project Director/Co-coordinator, Team Leader) involved and functions performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services provided:		

Note:

- Attach related proof of work such as, completion certificates, work orders
- Also Try to Keep the Project Data sheet in not more than 1 Page.
- Please do not attach irrelevant unnecessary documents.

**Format for Financial Proposal
(To be submitted online in provided BOQ only)**

Having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of work for the Project as set out in this RFP document; we are pleased to quote the following fees for the Assignment:

S.No	Item	Unit	Amount (in Figures andWords)
	Total Lump Sum rate for " <u>Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh</u> " (for 1 Year)	Job as per Scope of Work	

Note

1. The Financial Proposal is inclusive of all out of pocket expenses incurred by the bidder towards travel, documentation and communication.
2. The Financial Proposal shall not include GST which shall be payable extra by MPIDC (service recipient part only, as per the current norms).
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Signature of Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

Curriculum Vitae (CV) for Proposed Personnel (with one page of summary of experience)

1.	Proposed position	[whether Key Personnel, Core Management Personnel or Other Professional Personnel]			
2.	Name of firm				
3.	Name of staff	[First] [Middle] [Surname]			
4.	Date of birth	[Day / Month / Year]			
5.	Nationality				
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the Latest degree]			
7.	Membership of Professional Organizations				
8.	Training & Publications	[Indicate significant training since Education degrees (under 5) were obtained]			
9.	Countries of Work Experience	[List countries where staff has worked in The last ten years]			
10	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11	Employment record [Starting with present position, list in reverse order	Name of Organization	Position held	Duration	
				YYYY to present	

	every employment held by staff member since graduation]			
12 ·	Details of tasks assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Duration of project (provide month & year of start date and end date of project): Number of months worked on project: Location: Client: Project Cost: Main project features: Positions held: Activities performed:		
13 ·	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned			
14 ·	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and My experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if Engaged.		
Signature		Signature		
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]		
Name of staff member:		Name of Authorized Signatory:		

Note:

Please strictly restrict the number of pages per CV to two (02) pages. The one-page summary shall be over and above the two (02) pages CV. Pages in the CV greater than these limits shall not be considered for evaluation.

Draft Consultancy Agreement

THIS AGREEMENT (“Consultancy Agreement”) is made on the_ day of __, 2022 at Bhopal.

BETWEEN:

MPIDC, Government of Madhya Pradesh Undertaking, constituted under the companies Act, 1956, (hereinafter referred to as “MPIDC”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

_____ **hereinafter referred to as the Firm**, a company incorporated under the provisions of the Companies Act, 1956¹ and having its registered office at

_____ (hereinafter referred to as the “Consultant”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

MPIDC and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

MPIDC intends to appoint “**Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh**”

- A. As per the Terms of Reference of the tender document.
- B. MPIDC invited detailed proposals from Consultants by open invitations through publishing NIT in various newspapers.
- C. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No._ dated_ was issued.
- D. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- E. In consideration thereof, MPIDC will pay to the Consultant fee (hereinafter referred to as “the Fee”) and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- F. The signing of this agreement shall mean start of works.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between MPIDC and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel

performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties. All the provisions and terms and conditions of the RFP documents shall be part of this agreement and shall be binding on both the parties.

2. TIME SCHEDULE AND PAYMENT OF FEES

2.1 The time schedule shall be as per clause 3.2 of the Terms of Reference. The fee payable by MPIDC to the Consultant for the Services shall be a consolidated sum of Rs. _____ (Rupees _____), (the Consultancy Fee, as quoted by the consultant in its Financial Proposal in **BOQ**) and the same shall be payable as per the following table:

2.1.1 “Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh”:

2.2 Payment Terms

2.3(T – date of issue of work order or agreement signing date – whichever is earlier)

S.No.	Milestone	Timeline	Payment %
1.	Team mobilization fees	T+ 15 days	5% of the total project cost against BG which shall be recovered in 10 equal instalments quarterly
2.	Quarterly basis - progress report	Quarterly	On submission of QPR, the payment shall be released in equal quarterly instalments

TDS, security deposit and other standard deductions shall be made as applicable.

- 2.4 The Consultancy Fee is inclusive of all out of pocket expenses incurred by the Consultant towards travel, documentation and communication. The Consultancy Fee shall not include GST, which shall be payable extra by MPIDC (service recipient part only, as per the current norms).
- 2.5 In case of additional payment in the extended time period i.e. beyond the 12 months schedule time period shall be paid as per the rate mentioned above and the key persons shall be deputed as and when required on quoted basis.
- 2.6 Upon approval of deliverable by MPIDC/external agency appointed by MPIDC, the Consultant shall raise an invoice against MPIDC.

3. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below (The Agency will be notified atleast 30 days prior to invoking this Clause):

- i The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within fourteen (14) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to beremedied.
- ii If MPIDC terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by MPIDC in obtaining completion of that part of the Services which remained incomplete as at the date of termination.
- iii If MPIDC terminates the agreement, not as a result of any default by the Consultant, then MPIDC shall compensate the Consultant for the Servicesperformed till the date of notice of termination.

The communication of termination of this Agreement shall be by means of written notice (“Termination Notice”)

4. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a. provide the Services in accordance with Section 3.0 of the tender documents;
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of MPIDC to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of MPIDC requirements for the Deliverables for which purpose the Consultant shall consult MPIDC throughout the performance of the Services.

5. CONFIDENTIALITY AND PUBLICITY

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to MPIDC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of MPIDC.

6. CONSULTANT’S REPRESENTATIVES

The Consultant shall deploy a representative at Bhopal, and agree that the person appointed shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the

provisions under the Agreement. The representative should be stationed at Bhopal till the consultancy works are completed and shall be readily available for discussions with MPIDC officials.

7. OTHER CONDITIONS

7.1 In the event MPIDC desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

7.2 MPIDC shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. MPIDC undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the MPIDC.

7.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with MPIDC unless otherwise agreed, between MPIDC and the Consultant. MPIDC as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

7.4 Unless otherwise agreed, MPIDC shall have the copyright on all the reports, documents, and maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

7.5 Extension of Time

Any period within which a Party shall, pursuant to this Agreement does not complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure or any other circumstances

7.6 Compensation for delay -

For delay in work/ non-performance of duties a penalty equivalent to one fourth per cent per month of total agreement amount shall be imposed, which shall be maximum to 10 per cent of agreement amount, if delay is attributed to consultant

8. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Madhya Pradesh shall have jurisdiction over all matters arising out of or relation to this Agreement.

10. DISPUTE RESOLUTION

10.1. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

10.2. Arbitration Procedure

Subject to the provisions of Clause 10.1 above, any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Chairman, MPIDC whose decision shall be final and binding on both the Parties. Appeal against the order of the Chairman, MPIDC can be referred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.

Place of Arbitration

The place of arbitration shall ordinarily be Bhopal but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

11. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

12. WAIVER

Waiver by either Party of any default by the other Party in the observance and

performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

14. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned here in above.

15. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

16. VARIATIONS

MPIDC may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

EXECUTED BY MPIDC

By being signed by a duly authorized officer in the presence of:

Title: _____

Witness:

EXECUTED BY _____ by being signed by a duly
authorized officer in the presence of:

Title: _____

Witness:

JOINT VENTURE (J.V.)- Not Applicable

If J.V. is allowed following conditions and requirements must be fulfilled –

1. Bids submitted by a joint venture of not more than two firms as partners shall comply with the following requirements:
 - a. One of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. All partners of the joint venture shall be jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to that effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and
 - g. A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of a Joint Venture shall be in the name of the partner **Lead Partner**/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
6. Lead Partner should meet the average Annual Turnover Criteria individually.

NOT APPLICABLE

Declaration regarding Non- Blacklisting

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MPIDC Ltd.
Bhopal (M.P.)-462011.

Dated -----2022

Ref: "Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh", against tender No.....

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding "Selection of Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh"

I hereby declare that my company is not debarred/black listed by any Government/Semi Government organizations in India/ Internationally as on the date offering this tender. I further certify that I am competent officer in my company to makethis declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting orcompromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,
(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Place:

Date:

Bidder's signature
with seal.

**Sample form of bank guarantee for Performance
Security**

To,

The Managing Director,
M P Industrial Development Corporation Ltd.
 2nd Floor, "CEDMAP BHAWAN"
 16-A, Arera Hills Bhopal - 462001, M.P(India)
 Phone : +91-755-2575618 , 2571830,

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head / Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favor of, Managing Director, M P Industrial Development Corporation Ltd., 2nd Floor, "CEDMAP BHAWAN", 16-A, Arera Hills Bhopal - 462011, M.P(India), hereinafter referred to as "MPIDC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement being entered into between MPIDC and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ hereinafter called the consultant. "The consultant has been granted the rights to provide **"Creative Agency for Branding & Promotion of ODOP Program in Madhya Pradesh"** (herein referred to as "the Assignment").
- B. In terms of Clause 2.30 of the RFP, the Consultant is required to furnish to MPIDC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____ Only) as security for due and punctual performance/discharge of its obligations under the Agreement.

At the request of the Consultant, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Consultant of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Consultant of all its obligations relating to the Assignment during the Agreement Period.
2. The Guarantor shall, without demur, pay to MPIDC sums not exceeding in aggregate Rs. _____/- (Rupees _____ Only), within five (5) calendar days of receipt of a written demand therefore from MPIDC stating that the Consultant has failed to meet

its performance obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by MPIDC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, MPIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Consultant or postponement/non exercise/ delayed exercise of any of its rights by MPIDC or any indulgence shown by MPIDC to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by MPIDC or any indulgence shown by MPIDC provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by MPIDC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____ /-(Rupees _____ Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant/ the Guarantor or any absorption, merger or amalgamation of the Consultant /the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED

By _____ Bank

By the hand of Shri _____

Its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)