

Request for Proposal (RFP) for Selection of Media Agency for  
MyMeG Project, Shillong Meghalaya

**MEGHALAYA INFRASTRUCTURE DEVELOPMENT & FINANCE  
CORPORATION LIMITED (MIDFC)**



Request for Proposal (RFP) For Selection of Media Agency for  
MyMeG Project, Shillong Meghalaya

**MIDFC/MyMeg/14/2022/**

**Dated 25<sup>th</sup> May 2022**

**Meghalaya Infrastructure Development Finance Corporation Ltd.  
House No. L/A-56, Lower Nongrim Hills,  
Shillong East Khasi Hills  
Meghalaya-793003**

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# 1. Introduction

## 1.1. Background

Government of Meghalaya is making concerted efforts to develop unique and sustainable development models for the holistic progress of the state. There are flagship interventions, schemes, infrastructure implementations targeted towards inclusive development of the people of Meghalaya. Government of Meghalaya has set ambitious targets and is committed to fulfil the enormous potential of the state by providing citizens benefitting interventions, in a sustainable manner. While Government of Meghalaya has taken up several such programs and is aggressively driving towards its vision, it is imperative that citizens must be actively engaged in such programs to help the Government achieve its intended goals.

In this context, Government of Meghalaya has implemented a program – MyMeG that would empower citizens to participate, provide their inputs and engage them in the developmental activities of the Government.

The MyMeG, program intends to capture citizen's feedback in Government implementation program through surveys, interviews, and other similar means. The program also intends to disseminate key messages of the Government through various channels and actively engage the citizens in implementation of specific plans and policies.

It is to be noted that MyMeG is a flagship initiative of the Government of Meghalaya designed with a vision to accelerate the pace of development in the state by Engaging and Empowering Citizens and promoting Participatory Governance.

The current RFP is related to the empanelment of Media Agency, who would undertake Public Relation, Branding, Creative Designing and Digital Media Activities for MyMeG Program in collaboration with the PMU Team, under the guidance and instructions from the MIDFC and other stakeholders to ensure proper execution of the project in the most effective and efficient manner.

## 1.2. Due Diligence by Bidders

1.2.1. Bidders may before submit their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.

1.2.2. Bidders shall be deemed to have full knowledge of the requirements of the work. MIDFC will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by MIDFC in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the MIDFC's belief, however, their verification is the sole responsibility of Bidder.

1.2.3. Neither MIDFC nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

## 1.3. Accessing Bidding Documents and Participation

The complete Bid Document can be viewed/ downloaded from the tendering portal of : <http://www.mbd.gov.in> by interested bidders from 25/05/2022. For any help regarding downloading or submissions, Bidders may contact on Number 0364-2212579 and Email ID [mymeg.pmu@gmail.com](mailto:mymeg.pmu@gmail.com)

The amendments/ clarifications to the Bid Documents by the Authority, if any, will be uploaded on the website.

1.3.1. Each Proposal shall indicate that it is a firm Proposal and that the Proposal will remain valid for a period not less than one hundred and Eighty (180) days from the due date of

the submission of the Proposal. MIDFC reserves the right to reject any Proposal, which does not meet this Bid Validity Period requirement.

- 1.3.2. MIDFC may request one or more extensions of the Bid Validity Period. To make such request, the MIDFC shall give notice through email to the Bidder(s) at least three (3) days prior to expiration of the Bid Validity Period. If any Bidder does not agree to the extension, they may withdraw by giving notice in writing to the MIDFC of its decision before the expiration of the Bid Validity Period. In case, the MIDFC does not receive any written notice of withdrawal before the expiration of the Bid Validity Period, and the requested extension shall be deemed to have been accepted by the Bidder(s).
- 1.3.3. When an extension of the Bid Validity Period is made, Bidders shall not be permitted to change the terms and conditions of their Bids.
- 1.3.4. The Bid Validity Period of the Successful Bidder shall be automatically extended until the date on which the Agreement is signed and is in force.

#### 1.4. Tender Schedule

S No.	Activity	Tentative Date
1	Date of Issue of RFP	Start Date: 25/05/2022 Closing Date: 09/06/2022 till 17:00hrs IST
2	Last date of submission of Pre-bid queries or clarifications	29/05/2022, to 17:00 hrs. IST only at following email ID: <a href="mailto:mymeg.pmu@gmail.com">mymeg.pmu@gmail.com</a> ; Bidder who will submit the Pre-bid queries through email shall get the Response from MIDFC. Please note no pre-bid conference would be held.
3	Last Date of submission of Bids	Online Technical Proposal Submission: scanned copy of Technical Proposal, shall be submitted in the PDF files through email on <a href="mailto:mymeg.pmu@gmail.com">mymeg.pmu@gmail.com</a> by 17:00 hours on 09/06/2022  <b>(Note: Bidder shall not submit Financial Proposal through Email).</b>  <b>Hard Copies of the Technical &amp; Financial Bids(in sealed separate envelope) to be submitted to the following address :-</b>  09/06/ 2022, 17:00 hrs IST  At the office of:  The Chief Operations Officer (MIDFC) House No. L/A56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003.
4	Technical Presentation	Technical Presentation would be scheduled for all eligible bidders through virtual platform only. Dates will be announced later and will be published on website.  The schedule would be notified two days in advance.

#### 1.5. Communications

All communications, including the submission of Proposal, should be addressed to:  
The Chief Operations Officer (MIDFC) House No. L/A-56,  
Lower Nongrim Hills,  
Shillong East Khasi Hills  
Meghalaya-793003, India.

## 2. Instruction to Bidders

### 2.1. Scope of Proposal

- 2.1.1. Please refer section 8 for scope of work.
- 2.1.2. Bidders are advised that the selection of Media agency shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Bidders 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 Authority's decisions are without any right of appeal whatsoever.
- 2.1.3. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Bid shall be submitted in two envelopes system (Technical Proposal and Financial Proposal) within the prescribed schedule. Upon selection, the Bidder shall be required to enter into an agreement with the Authority.

### 2.2. Pre-Qualification Criteria

Sr. No	Qualifying Criteria	Supportive Documents
1	The Agency should have been incorporated/registered in India since April 01, 2011, with experience to service the client in Government Organizations. Agency should be registered under companies Act and should NOT be an Individual / Proprietary Firm / HUF.	Companies' registration /Incorporation Certificate
2	The Media Agency must have experience in PR, Digital Media and Advertisement Creation and should have earned a cumulative fee for the mentioned services at least of Rs Five Crores Only during each of the three previous financial years i.e FY 2018-19, FY 2019-20 & FY 2020-21.	Relevant certificate from Statutory Auditors will be required.
3	The Agency should have generated Net Profit during the previous three Financial Years i.e FY 2018-19, FY 2019-20 & FY 2020-21..	Certificate by Statutory Auditor required
4	The Agency should have worked with at least two Government clients during last three Financial Years (i.e FY 2018-19, FY 2019-20 & FY 2020-21) for the above-mentioned PR activities (including advertisement and digital media) and has exhibited satisfactory performance.	Work Order by the client
5	The BIDDER <b>should not have been blacklisted or Barred</b> by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.	Self-declaration by the Bidder as per RFP Format – 11

### 2.3. Conflict of Interest

- 2.3.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority may claim as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2. The Authority requires that the bidder to provide professional, objective, and impartial advice and always hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a. the Bidder or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid-up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Associate is less than 5% (five per cent) of the subscribed and paid-up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub- clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
  - b. a constituent of such Bidder is also a constituent of another Bidder; or
  - c. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - d. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - e. 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 Application of either or each of the other Bidder; or
  - f. there is a conflict among this and other assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - g. the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or

ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in Section 4A of the Companies Act, 1956. For the purposes of this sub-clause (g), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, concerning a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

#### **2.4. Number of Proposal**

No Bidder shall submit more than one proposal for the work.

#### **2.5. Cost of Proposal**

The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Event Coordination and Management, Media Rounds etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **2.6. Acknowledgement by Bidder**

2.6.1. It shall be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination of the RFP.
- b. received all relevant information requested from the Authority.
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in RFP.
- d. satisfied itself about all matters, things and information, including matters referred to in RFP hereinabove, necessary and required for submitting an informed Application and performance of all its obligations thereunder.
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2. The Authority 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

#### **2.7. Right to Reject any or all Proposals**

2.7.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2. Without prejudice to the generality of RFP, the Authority reserves the right to reject any Proposal if: at any time

- a. Material misrepresentation is made or discovered, or
- b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.



- c. The Authority reserves the right to sought clarification on any part of the Technical Proposal and bidder need to respond within 1-day time for consideration whereas authority reserves full right to accept or reject the additional information submitted.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.8. Force Majeure**

- 2.8.1. The selected bidder shall not be to liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is there suit of an event of Force Majeure
- 2.8.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the and not involving bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, fires, floods, pandemics, epidemics, quarantine restrictions, and freight embargoes
- 2.8.3. If a Force Majeure situation arises, the bidder shall promptly notify the MIDFC in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.8.4. If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

## **2.9. Dispute Resolution**

- 2.9.1. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of contract) except as to any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.
- 2.9.2. If both the parties fail to reach such amicable settlement, then either party (the Purchaser or Contractor) may (within 28 days of such failure) give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are indifference or differences of which such written notice has been given, and no other shall be referred to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- 2.9.3. The venue of arbitration shall be Shillong, Meghalaya.
- 2.9.4. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- 2.9.5. Pending reference to arbitration, the parties shall make all endeavour to complete the work in all respects and all disputes, if any will finally be settled in the arbitration.

- 2.9.6. Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall be at the discretion of the Arbitrator, or the umpire.
- 2.9.7. The award of Arbitrator or Arbitrators shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

## 3. Preparation and Submission of Proposal

### 3.1. Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### 3.2. Format and Signing of Proposal

- 3.2.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and completed in all respects.
- 3.2.2. The Bidders need to submit the hard copy of the proposal for technical and financial evaluation with supporting documents. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”).
- 3.2.3. A copy of the Power of Attorney in the form specified in Format-1 shall accompany the Proposal.
- 3.2.4. Bidders should note the Bid Submission Date/ Proposal Due Date, as specified in Tender Schedule, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only based on Documents received by the closing time of Bid submission Date. Bidders will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted, will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions.

### 3.3. Technical Envelope No.1

- 3.3.1. The Bidder shall submit all the documents as per formats provided in the RFP document. While submitting the Technical Proposal, the Bidder shall ensure that:
  - a. All forms are submitted in the prescribed formats and signed by the prescribed signatories.
  - b. Power of Attorney, if applicable, is executed as per Applicable Laws.
  - c. Proposed approach and methodology
  - d. The bidder should produce the document of previous work/government projects (at least two) along with a copy of satisfactory work completion of the project
  - e. The previous work document should be a compilation of all coverages – including traditional, electronic, digital publication.

**Bidders are advised to include checklist as per RFP (refer section 10.1) as the first page in the technical proposal.**

- 3.3.2. Failure to comply with the requirements spelt out shall make the Proposal liable to be rejected.
- 3.3.3. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 3.3.4. The agency must be able to meet the proposed deliverables in specified time period and should support the government/PMU in providing expert advisory services to garner maximum visibility of the project.

- 3.3.5. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 3.3.6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the 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 Authority without the Authority being liable in any manner whatsoever to the Bidder or Agency, as the case may be.
- 3.3.7. In such an event, the Authority may claim as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

#### **3.4. Financial Envelope No.2**

- 3.4.1. The Bidder MUST submit the financial proposal as per format provided in the RFP document. The Bidder shall indicate the total cost of the project in Format of Financial Bid in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. The bidder must submit the financial proposal as per the format specified, any deviation from the format may lead to disqualification of the bidder.
- 3.4.2. While submitting the Financial Proposal, the Bidder shall ensure the following:
- a. Adherence to the format specified in the RFP.
  - b. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the resource (Expatriate and Resident, in the field, office etc.), accommodation, airfare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - c. The Financial Proposal shall consider all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
  - d. Costs (including break down of costs) shall be expressed in INR.
- 3.4.3. Additionally, bidders are requested to provide deliverables-based rate, including applicable taxes for future scope of work. Please note the rates may be used for similar work in the future. The authority reserves the right to negotiate on the rates provided before awarding any future scope of work to the selected bidder.

#### **3.5. Submission of Proposal**

- 3.5.1. The Bidders shall submit the Technical and Financial Proposal as prescribed format
- 3.5.2. On the prescribed date of bid submission, Bidder need to submit all the documents in physical form as per format provided in the RFP document.

3.5.3. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate and only information that is directly relevant should be provided.

### **3.6. Proposal Due Date/ Bid Submission Date**

3.6.1. Proposal should be submitted in the manner and form of tender as detailed in this RFP.

3.6.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum.

### **3.7. Late Proposals submissions**

Only Proposals received as per tendering process will be entertained. Proposals received after the specified time mentioned in the schedule specified in section 1.4 will not be entertained.

### **3.8. Modification/ substitution/ withdrawal of Proposals**

3.8.1. No alteration /modification to the submitted Proposal shall be allowed.

3.8.2. No Proposal shall be withdrawn by the Bidder on or after the Proposal Due Date. The withdrawal shall only be allowed as per RFP.

### **3.9. Miscellaneous**

3.9.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.9.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Bidder in order to receive clarification or ~~full~~ information.
- c. Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

3.9.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally 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 and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3.9.4. All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

3.9.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

## **4. Evaluation Process**

### **4.1. Evaluation of Proposals**

- 4.1.1. The Authority shall open the Proposals on the Proposal Due Date
- 4.1.2. Prior to evaluation of Proposals, the Authority will determine whether each proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- a. the Technical Proposal is received in the form specified;
  - b. it is accompanied by the Power of Attorney as specified in RFP;
  - c. it contains all the information (complete in all respects) as requested in the RFP;
  - d. it does not contain any condition or qualification.
- 4.1.3. The Authority reserves the right to reject any non-responsive Proposal, and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 4.1.4. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified and the criteria set out in this RFP
- 4.1.5. After the technical evaluation, the Authority shall prepare a list of short-listed Bidders. Shortlisted bidders shall be intimated for a technical presentation on the approach and methodology and other vital requirements. The shortlisted bidders shall be informed for opening of their Financial Proposals. A date and time will be notified to all Bidders for announcing the result of evaluation and financial envelope-C1 opening. Before opening of the Financial Proposals, the list of short-listed Bidders along with their Technical Score will be declared. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of RFP.
- 4.1.6. Bidders are advised that Selection will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given
- 4.1.7. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Work is subsequently awarded to it.

### **4.2. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 Authority

### **4.3. Intellectual Property Rights**

MIDFC, Government of Meghalaya will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that "bidder" or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the project. "Bidder" shall perform all such acts as may be reasonably necessary for the purpose of perfecting the

assignment to us of all copyright and other intellectual property rights in the Works. "Bidder" hereby waives all moral rights in all jurisdictions.

"Bidder" acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to MIDFC, Government of Meghalaya or other third parties. "Bidder" agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and MIDFC, Government of Meghalaya (or their Client and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

"Bidder" shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by MIDFC, Government of Meghalaya in writing.

(If the vendor uses any authoring tool over which it has proprietary rights, it must be conveyed to the MIDFC, Government of Meghalaya in Advance)

Subject to the provisions under RFP, all documents and other information provided by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Agency must treat all information as strictly confidential. The Authority will not return any proposal, or any information related to it. All information collected, analyzed, processed or in whatever manner provided by the agency to the Authority in relation to the Work shall be the property of the Authority.

#### **4.4. Clarifications**

- 4.4.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response to it shall be in writing.
- 4.4.2. If a Bidder does not provide clarifications sought under RFP above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## 5. Evaluation of Bidder's Proposal

### 5.1. Technical Proposal Evaluation

5.1.1. In the first stage, the Technical Proposal will be evaluated based on Bidder's experience of similar projects, resource qualification & experience, and technical presentation on approach, methodology and work plan. Only those Bidders whose Technical Proposals get a score of **60 marks or more out of 100** shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (ST).

5.1.2. The scoring criteria to be used for evaluation shall be as follows:

Sr. No	Criteria	Weightage	Scoring
1	Traditional Public Relation (Print & Electronic)	20	20 Marks: Experience more than 10 years 10 Marks: Experience more than 8 years upto 10 years 5 Marks: Experience between 5 years upto 8 years
2	Social/Digital Media PR	20	20 Marks: Experience in managing 6 Brands/Client 10 Marks: Experience in managing 4 to 6 Brands/Client 5 Marks: Experience in managing 2 to 4 Brands/Client  (Submit Case Studies- Reach, Engagement, Outcome)
3	Experience in handling Government Clients	10	10 Marks: More than 10 clients 5 Marks: More than 5 clients upto 10 clients 0 Marks: Less than 5 clients  (Work Orders/Completion Certificate)
4	Team Deployment- 2 Nos  1. Content/Article Writer 2. Media Relation	10	1. Graduate/Post Graduate in Mass Comm/Journalism/Media Studies/Developmental Studies minimum 5 years experience in content writing and have worked with reputed Media Houses/PR or Advertising Agency.  2. Graduate/Post Graduate in Mass Comm/Journalism/Media Studies/Developmental Studies having 5 years experience in media relation/Outreach /dissemination activities and have worked in any national /regional news agency or publication.  (5 marks each)  SUBMIT CVs of proposed resources
5	Technical Presentation	40	Evaluation parameters:  Create 5 Compelling Messages/Slogan Themes-10 Marks  Strategy to visualize client's objectives and to



			provide customized solutions for Brand Building & Reputation Management- 20 Marks  Case studies showcasing capabilities of Brand Building, Reputation management, Media Interaction Activities- 10 Marks
	<b>Total (A+B+C+D)</b>	100	

## 5.2. Technical Evaluation Calculation

The highest technical scored by the bidder will be awarded 100 points. The technical scores of other Bidders will be calculated as:

$$T_n = (T_s / T_h) \times 100$$

Where

T<sub>n</sub> = Normalized Technical score of the bidder under consideration

T<sub>s</sub> = stands for the technical score of bidders under consideration

T<sub>h</sub> = stands for Highest Technical Score

## 5.3. Shortlisting of Bidders

- 5.3.1. All the bidder having scored more than 60 shall be considered as short-listed bidder for financial evaluation in the second stage. However, if the number of such Pre-Qualified Bidders is less than two, the Authority may, in its sole discretion, Pre-Qualify the Bidder(s) whose technical score is less than 60 percent marks even if such Bidder(s) do(es) not qualify in terms of RFP; provided that in such an event, the total number of Pre-Qualified and short-listed Bidders shall not exceed two.

## 5.4. Technical Presentation

- 5.4.1. All shortlisted bidders would be invited for technical presentation within one week of technical evaluation. The presentation would be facilitated in digital channels through video conferencing. The date, time and details will be communicated two days prior to the schedule.

## 5.5. Evaluation of Financial Proposal

- 5.5.1. In the second stage, the financial evaluation will be carried out as per this RFP each Financial Proposal will be assigned a financial score.
- 5.5.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 5.5.3. The Authority will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflect the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the scope of work within the total quoted price shall be that of the SI. The lowest Financial Proposal (F<sub>m</sub>) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

The lowest financial offer will be awarded 100 points. The Price scores of other Bidders will be calculated as:

$$F_n = (F_m / F_b) \times 100$$

Where

$F_n$  = Normalized financial score of the bidder under consideration

$F_b$  = Price quoted by the bidder under consideration

$F_m$  = Lowest price quoted

As described in the section Technical Evaluation Calculation.

## 5.6. Final Evaluation Using QCBS

- 5.6.1. Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs, and each proposal will be evaluated using the criteria and process outlined in this section.
- 5.6.2. Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.
- 5.6.3. Total bid evaluation: Only the commercial bids of those bidders qualified in the technical evaluation shall be opened. Commercial bids of the other bidders will not be opened.
- 5.6.4. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.

### **The Bids received will be evaluated using the Quality cum Cost Based Solution (QCBS)**

After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response based on technical and commercial parameters. The weightage of the technical and commercial parameters will be in the ratio of **70:30**, respectively. For calculation of the combined Technical and Price Score of all bidders, the following formula will be used:

$$\text{Total Score} = T_n \times 0.7 + F_n \times 0.3$$

Bidder scoring highest "Total Score" will be given the highest priority and will be selected.

- 5.6.5. In case of tie, the bidder securing higher Technical Score would be given preference. The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second-ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified in the RFP.

## **6. Appointment of Consulting Agency**

### **6.1. Award of Work**

After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may unless it consents to the extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOI, and the next highest ranking Bidder may be considered.

### **6.2. Performance Bank Guarantee**

On selection, the successful bidder shall submit, a PBG of 5% of the contract value, on the day of signing the Contract. The PBG format would be provided to the successful bidder.

### **6.3. Period of Engagement**

The agency will be engaged for a period of 6 months from the date of award of work. The tenure of engagement may be extended for six more months based on satisfactory performance. Further engagement beyond one year will be based on review by the Competent Authority.

### **6.4. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period specified in LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement

### **6.5. Deployment and Project Initiation**

The Agency shall commence the Services at the Project site within 10 (ten) days of the date of the issuance of LOI or such other date as may be mutually agreed. If the bidders fails to either sign the Agreement as specified in the RFP or start the assignment as specified herein, the Authority may award to the next ranked Bidder.

### **6.6. Bidder's General Responsibility**

The following are the responsibilities of the agency: -

- To ensure project implementation as per the deliverables.
- To prepare PR Strategy Plan, Coverage in Target Media Publication, Content Creation, Resource Management & logistics while maintaining service delivery.
- Crisis and Event Management Strategy.
- To Create documentation for all the processes in line with quality standards.
- Overall responsibility for delivery of services as per the Scope and Service Level Agreement (SLA).
- Act as a primary interface to the MIDFC for all matters that can affect the schedule, and cost of the project.
- Maintain project communications with stakeholders of the MIDFC.
- Provide advisory services for Media and Brand Management.
- Produce Weekly, Monthly, Quarterly report on Media Visibility to the Client

### **6.7. General Provisions**

#### **6.7.1. Non-Discriminatory and Transparent Bidding Proceedings**

MIDFC shall ensure that the rules for the Bid Process of the Project are applied in a non-discriminatory, transparent and objective manner. MIDFC shall not provide to any Bidder, information about the Project or the Bidding Process, which may have the effect of restricting competition

#### 6.7.2. Prohibition against Collusion with another Bidder

Each Bidder shall submit a single bid. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid. and the Bidder shall lose its Bid Security

#### 6.7.3. Entity Barred from Bidding

Any entity which has been barred by the Central Government or any State Government or a statutory authority or a public sector undertaking, as the case may be, from participating in any Study and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

#### 6.7.4. Ongoing Legal dispute with Government of Meghalaya:

Any entity which has an ongoing legal dispute with any departments/agencies/local bodies under the purview of Government of Meghalaya, and such dispute is under an arbitral or judicial authority shall not be eligible to submit a Proposal either by itself or through its Associate.

## 7. Fraud and Corrupt Practices

- 7.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 7.1.2. Without prejudice to the rights of the Authority under RFP hereinabove and the rights and remedies which the Authority may have under the LOI or the Agreement if a Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.1.3. For the purposes of this Section, 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 action of any person connected with the Selection Process (for the avoidance of doubt, an offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
    - (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement concerning the Project;
  - b. “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c. “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 8. Scope of Work

### Objective

In order to achieve the vision of the Government of Meghalaya (GoM), a comprehensive Media & Communications strategy is essential to regularly convey information about Government of Meghalaya’s achievements and progress to various stakeholder i.e. Citizens, Industry & Business, Domestic and International visitors, NGOs, International Donor agencies, media fraternity. The idea is to build “**Brand Meghalaya**” which connects to each strata of target audience-

- Safe, friendly & leisurely destination for visitors
- Opportunity for investments primarily in service sector industry & trade - Ease of Doing Business, friendly international border with Bangladesh
- Ultimate destination for music lovers- festivals and concerts
- Promote organic and eco-tourism
- Excellent road infrastructure and connectivity
- Stable and prosperous government
- Improved health & education infrastructure
- Special focus on agriculture and allied activities

The selected Agency would be expected to design and execute media outreach strategy to ensure media visibility and proactively organizing national and regional media relation programmes. With this overarching objective, the indicative list of activities to be undertaken would, inter alia, include the following:-

#### a) The following are the exhaustive list of activities to be undertaken by the agency

- Scanning of all local newspapers for sentiment analysis purpose at a regular basis
- Craft newsworthy stories of various Government initiatives & events. The article/stories should be well -researched, data driven with suitable headlines to be able to create meaningful stories
- Travel across the State, write atleast 5 success stories to of People/schemes per month from Meghalaya which include identifying opportunities, creating stories
- Create opportunity for media interaction with top 10 Print and Electronic media with top leadership, minimum 2-4 interactions are required to be scheduled per month. Also write talking points for the leadership.
- The agency should be able to invite national and regional media for all important government events and festivals. Post event coverage in national media is mandatory.
- The agency will have to deploy TWO resources in Shillong (as per Technical requirement 5.1.2) for day to day coordination
- Keep the media abreast of all-important developments related to Government of Meghalaya (GoM) and its activities. The Agency will proactively identify appropriate media opportunities to highlight achievements and announcements of GoM. This could be through press releases, press briefing, media interactions, press conferences, round tables, etc.
- Proactively develop the theme/concept for press meets and work out news releases, articles and other promotional initiatives targeting local, regional & national media.
- Organize and conduct press briefings, press conference, press releases, panel discussions, launch events etc. This will include targeting the relevant media across India, pre-announcement

preparation, drafting the press release & related information, talking points, media list collation, media invites, pan India press release dissemination, etc

- Arrange for media coverage of any significant event attended by the important dignitary and create opportunities for national level summit and discussion as panel speakers of the GoM. Such event will be notified in advance.
- The agency should be able to invite influencers/bloggers on pro-bonno basis to write positive stories.
- The agency will source media opportunities through news announcement, press conference, state, national and international level events and coordinate with the department and PMU team for the relevant information.
- The agency will share the list of target media houses in local, national level and source opportunities to boost media visibility of identified six core sectors in Meghalaya
- The Agency should also support department in drafting content for social media. However social media management of Government handles is out of scope.
- The Agency will map opportunities for the leadership team and activities for consistent media visibility. Target media: Print – national mainline & financial dailies, regional, business and general interest and lifestyle magazines; electronic media – national; online media – as appropriate.
- The Agency is expected to have a close liaison with correspondents, reporters, editors, photographers, think – tanks, critics, trendsetters and other such opinion leaders.

### 3. Deliverables:-

Sl. No.	Media Category	Minimum Monthly Coverage [Number]	Minimum Quarterly Coverage (≥ Min. Monthly Coverage) [Number]	Minimum Yearly Coverage (≥ Min. Quarterly Coverage) [Number]
1.	Regional Newspapers	10	30	120
2.	National Newspapers (General/Business) within Top 10 Circulated	5	15	60
3.	National General News Magazines	1	3	12
4.	National Business Magazines	1	3	12
5.	Top-10 Domestic Websites of Newspaper/ Magazines	10	30	120
6.	Top 10 Domestic sectoral websites	3	9	36
7.	Regional/Local News Channel (North East)	3	9	36
8.	Media Interaction National TV News Channels	2	6	24
9.	National TV Business News Channel	2	6	24

Size of coverage to be full article in digital or more than 100 sq cms in print, or 120 seconds on TV and 30 sec on radio.

**Besides the above deliverables, the agency should also ensure:-**

- I. Achieve at least 60% positive coverage
- II. Minimize/ensure negative coverage kept below 5% of total coverage
- III. Support in Crisis Management
- IV. Provide Media training to authorized spokesperson for various events/opportunities

## **9. Service Level Agreement (SLA)**

- The Media Agency should deploy resources to coordinate with the department and PMU Team for relevant media release information/announcement/new initiatives and should be available for any discussion / query / meeting (virtual or in-person) for the entire engagement period.
- Media Agency should provide Monthly Progress Reports to the department. Anticipated issues/risks should be mentioned clearly. Non-submission (on the due date) of the report will be treated as service failure level 1.
- Agency not able to meet the deliverables on quarterly basis will be treated as failure on service level 2.
- Department may serve a notice of one month for discontinuation of the work, on account of failure of the agency's part in terms of delivering services at the required quality. All dues would be cleared by the department prior to the exit of the consultants.

Below are the penalties for each service levels

<b>Service Levels</b>	<b>Penalty</b>
Service Level 1	Rs. 20,000/-
Service Level 2	Rs. 50,000/-



## 10. Format for Submission

### 10.1. Checklist

S.No	Item	Inclusion Status	Reference Page No. in proposal
<b>Technical Proposal</b>			
1	Tracking Details of Hard Copy of Technical & Financial Proposal	Y/N	
2	Bid Cover Letter		
3	Organization Contact Details	Y/N	
4	Pre-Qualification Criteria Checklist	Y/N	
6	Approach and Methodology	Y/N	
7	Project Credential in prescribed format along with required documents	Y/N	
8	Declaration	Y/N	
9	Non-blacklisted Declaration	Y/N	
<b>Financial Proposal</b>			
1	Financial Proposal	Y/N	

## 10.2. Format-1 Bid Cover Letter

[Date]

To,

Chief Operating Officer, MIDFC

House No. L/A-56,  
Lower Nongrim Hills,  
Shillong East Khasi Hills  
Meghalaya-793003, India

Dear Sir,

### **Ref: Request for Proposal “RFP for Selection of Media Agency for MyMeG Program.”**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to meet such requirements and provide the professional services as required and outlined in the RFP for the **“Selection of Media Agency for MyMeG Program.”** for MIDFC, Government of Meghalaya.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing the **“PR, Content and Media Advisory Services for MyMeG Program.”** as outlined in RFP or such adjusted plan as may subsequently be mutually agreed between us and MIDFC.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of **six months** from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MIDFC.

We confirm that the information submitted with this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MIDFC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MIDFC as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                                  Day of                                  2022

(Signature)  
(Name)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I,....., the Company Secretary of .....,  
certify that ..... who signed the above  
Bid is authorized to do so and bind the company by authority of its board/ governing body.

Also, the representative of our company as mentioned below at 1 is authorized to perform all the  
bid activities including the Technical and Financial bids.

1.

(Company Seal)

Date:  
Signature:

(Name)

Authorized person's signature  
with seal

Name and Designation

Date of Signature:

**10.3. Format-3 Format of Financial Bid**

Details of financial bid for the RFP (Selection of Selection of Project Management Unit and Knowledge Partner for MyMeG Program).

Please note price quoted in Column F and specified in words would be considered for Financial Evaluation

A- Retainer Fees on Deliverables (Monthly)	
B- Taxes in INR	
C- Total Cost in INR (C+D)	

Authorized person's signature with seal

Name and Designation Date of Signature:

**10.4. Format-5 Self Certification for undertaking total responsibility by Bidder**

(This is to be submitted before Agreement)

....., a company registered under the Indian Companies Act, 1956 having its registered office at .....and place of business at.....Certifies that:

A.We have been selected as the successful bidder to undertake the PR, Content and Media Services **for MyMeG Program**;

B. MIDFC intends to issue work order to our company to undertake the project “**Selection of Media Agency for for MyMeG Program**” on the terms and conditions mentioned in the tender document.

C. We, in pursuance of its proposal, undertake the project “**Selection of Media Agency for MyMeG Program**” and undertakes the total responsibility for the defect free completion of the project without any conditional statement.

D.The editable softcopy of all the documentation / Architecture {text, figures, tables, models, EA catalogues / matrices / diagrams etc.} of this project shall be submitted to MIDFC and shall be the exclusive property of MIDFC.

Dated this        Day of 2022

(Signature)        (In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder Witness Signature:

Witness Name:

Witness Address:

**10.5. Format-6 Organizational Contact Details**

Sl. No.	Organizational Contact Details
1	Name of Organization
2	Main areas of business
3	Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932
4	Whether the firm has been blacklisted by any Central Government / State Government/PSU/ Government Bodies. If yes, details thereof.
5	Address of registered office with telephone no. & fax
6	Address of offices in Other State/UT's
7	Contact Person with telephone no. & e-mail ID

**Enclose:**

1. Copy of Certificate of Incorporation
2. Copy of Article of Association in respect of 3 above.
3. Undertaking in respect of 4 above.

Sincerely Yours,

Signature of the applicant (authorized signatory)

Date:

[Full name of applicant] Designation in firm

Firm Stamp.....

**10.6. Format-8 Financial Strength of the Organization**

S. No	Financial Year	Whether profitable Yes/No	Annual net profit (in Lakh INR)	Overall annual turnover (in Lakh INR)
1	2017-18			
2	2018-19			
3	2019-20			

Note: Please enclose statement certified by Chartered Accountant or any authorized signatory of the company in support of your claim.

Sincerely Yours,

Signature of the applicant (authorized signatory)

[Full name of applicant] Designation in firm

Firm Stamp.....

Date:

## 10.7. Format-9 Declaration

### Declaration

I/We hereby confirm that we are interested in competing for the project "Selection of Media Agency for MyMeG Program" and undertake the related tasks.

All the information provided herewith is genuine and accurate. For any false declaration, I/We hereby undertake to bear sole responsibility and shall face any Administrative/ Financial & Legal actions, or all actions and my/our bid is liable to be cancelled for the same.

Authorized Person's  
Signature.

Name and Designation:

Date of Signature:

**Note: The declaration is to be furnished on the letterhead of the organization.**



**10.8. Format-10 Pre- Bid Queries**

(To be submitted by the Bidder and to be e-mailed to [mymeg.pmu@gmail.com](mailto:mymeg.pmu@gmail.com) in .doc format)

1. Bidders requiring any clarification on the RFP may send their queries to the Authority on or before the date mentioned in RFP, through email only with subject line as follows:

“Pre-Bid queries - <Bidder’s Name>”and in the WORD format as given below.

2. The reply to the pre-bid queries and any addendum/corrigendum shall be uploaded on the website.
3. The Format of the pre-bid queries

**Sub: Request for Proposal (RFP) RFP for Selection of Media Agency for MyMeG Program.**

Sr. No.	Section #	Sub Section #	Original Clause in RFP	Change Query	Requested/
1					
2					
3					

1. Name and complete official address of prospective Bidder Name of the Bidder’s Contact Person:
2. Email:
3. Mobile No.:
4. Telephone:
5. Signature:
6. Name of the Authorized signatory:
7. Company seal:

Date and Stamped

**Note:** Bidder who will submit the Prebid clarification through email shall get the intimation from MIDFC to attend the pre-bid online.

**10.9. Format-11 Non-Blacklisting Declaration**

To,

Chief Operating Officer, MIDFC

House No. L/A-56,  
Lower Nongrim Hills,  
Shillong East Khasi Hills  
Meghalaya-793003, India

**Sub: Non-Blacklisting or not Barred declaration in connection with RFP dated 26.05.2022 for Project “RFP for Selection of Media Agency for MyMeG Program” at MIDFC, Government of Meghalaya.**

Dear Sir,

This is to notify you that our Firm/ Company/ Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for RFP cited above. In accordance with the above we declare that:

- a) We are not involved in any major active litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b) We are not blacklisted or barred by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world.

Authorized Person's Signature.

Name and Designation:

Date of Signature:

**Note: The declaration is to be furnished on the letter head of the organization**

**10.10. Format-12 Project Credentials**

Sl. No.	Project Details explaining the work done	Client name	Contract Dates	Contract values (in Lakh INR)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please supplement all projects with following documents:

- Work order (clearly indicating value)

Sincerely Yours,

Signature of the applicant (authorized signatory)

[Full name of applicant] Designation infirm

Firm Stamp.....

**Date:**