

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



**EOI for Empanelment of Agencies for Strategic Communications  
and Creative Content Creation for MyCM Program**

**July 2021**

**Meghalaya Infrastructure Development Finance Corporation Ltd.**

**House No. L/A-56, Lower Nongrim**

**Hills, Shillong East Khasi Hills**

**Meghalaya-793003.**

Meghalaya Infrastructure Development Finance Corporation Ltd. Shillong, Meghalaya (India)

**TENDER NOTICE**

Notice No. MIDFC/content/2021/68

Dated 17/07/2021

Main Portal: <http://www.mbda.gov.in>

The Chief Operating Officer, MIDFC, on behalf of the Planning Department, Government of Meghalaya (India) invites sealed proposals for EOI for Empanelment of Agencies for Strategic Communications and Creative Content Creation for MyCM Program in Meghalaya. Project duration is 18 Calendar Months from the date of appointment.

**Details of Tender:**

The Authority invites bidders to submit their interest in Empanelment of Agencies for Strategic Communications and Creative Content Creation for MyCM Program. MIDFC would shortlist agencies and request technical and financial proposal for awarding work.

| S No. | Activity                | Tentative Date/Details   |
|-------|-------------------------|--|
| 1     | Date of Issue of EOI    | 17th July 2021   |
| 2     | Bid Submission Mode     | Submission through physical mode/courier/post at<br>The Chief Operating Officer (MIDFC)<br>House No. L/A-56, Lower Nongrim Hills,<br>Shillong East Khasi Hills Meghalaya-793003  |
| 3     | Last Date of Submission | This EOI for empanelment is on rolling basis and valid till 31st Dec 2022  |
| 4     | Bid Submission Address  | The Chief Operating Officer (MIDFC) House No. L/A-56, Lower Nongrim Hills,<br>Shillong East Khasi Hills<br>Meghalaya-793003<br>Email Address: midfcmegh@gmail.com<br>(A digital copy of the offer must be submitted through email) |

## Background

Government of Meghalaya is making concerted efforts to develop unique and sustainable development models to uplift the people of Meghalaya. There are flagship interventions, schemes, infrastructure implementations targeted towards the holistic development of the people of Meghalaya. Government of Meghalaya has set ambitious targets of holistic development of the state. The government is committed to fulfil the enormous potential of the state by providing citizens interventions that they need, 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 wishes to implement a program – MyCM that would empower citizens to participate, provide their inputs and engage in the development activities of the Government.

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

MyCM program has following key components:

- Survey of citizens, FGDs and interviews with key stakeholders
- Digital Platform for collaboration
- Videos, roadshows, fliers, and personalized messaging
- Citizen feedback, suggestions, and contests
- Co-creation, business engagements and other activities

The current EOI is related to empanelment of Agencies who would plan and design a detailed promotion strategy for MyCM to carry out different promotional activities covering all mediums so as to achieve the intended objective. The selected agencies would be required to suggest a blend of all promotional mediums for effective and sustainable marketing campaigns in this strategy. This strategy document will be a live-document, which may get updated post each campaign basis the impact assessment results. The detailed promotion strategy would cover annual promotional activities for MyCM.

## Validity of Offer

The offer for EOI as per this document shall be valid for a period of three (3) months initially which may be extended further if required by MIDFC

## Terms of Reference

The detailed terms of reference are enclosed at **Annexure-I**

## Terms and Conditions for Empanelment

The detailed terms of conditions are enclosed at **Annexure-II**

## Quotation Process

Agencies submitting the offer for EOI (Expression of Interest) for empanelment has to agree to the lowest financial (L1) quote that has been fixed as per the quotation process of MIDFC.

## Allocation of Work

- The empanelment shall be valid initially for **TWELVE** months from the date of accepting the terms and conditions (as given under Annexure II ) by the agency who has quoted Lowest (L1) or 31st December 2022, whichever is earlier. MIDFC reserves the right to extend the same on up to six more months based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. MIDFC shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- MIDFC will give a brief to the agencies and invite Concept note/creatives /Script from the empanelled agencies for specific assignments. MIDFC reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials (Ideas, Creatives, execution plan etc) and Lowest financial quote(L1) arrived at the empanelment stage for a particular task. The selection of work will be through technical/creative presentation for that assigned task. The Evaluation Committee will be the final authority for selection of work.
- The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. Mere empanelment with MIDFC does not guarantee allocation of work.
- For designs not involving much creative output listed under such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis.
- All work products including images, videos and creatives would belong to MIDFC. Agencies must submit videos in raw and edited format in the specification that is required.
- All aspects of the production i.e., Camera, Sound, Light, Grip Equipment Transportation & Logistics, Creative and Technical personnel, Director; Postproduction-Editing, Music, Voice Over, Graphics, Translation, Dubbing and Mastering or any other arrangements to be made in order to deliver a final film as per the prescribed form are to be provided by the agency. All footage captured will belong to MIDFC. In the event of any stock footage or music, agency must use lawful licensed stock and the license must be provided to the MIDFC by the agency.
- In case, MIDFC does not find the creative of the agency up to its satisfaction, MIDFC reserves its right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- MIDFC will not be liable to make any payment or amount on account of conceptualization /designing /artwork etc. for the concepts/designs prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
- In case, when the time period is too short to get the design prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which MIDFC deems fit to meet the deadline.

## Qualification Criteria

| SLN | Criteria   |
|-----|--|
| 1.  | The Bidder shall be a agencies/firm/ company/ partnership/ Limited Liability Partnership (LLP) /proprietorship/ Govt. undertaking registered under the Indian Companies Act, 1956/ Indian Partnership Act, 1932 (whichever is applicable) and who have their registered offices in Meghalaya. All subsidiary/ holding/associate/ affiliates in India shall be treated as one entity. |
| 2.  | The Bidder must have registered office in Meghalaya  |

| SLN | Criteria  |
|-----|---|
| 3.  | 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. |

## Evaluation Criteria and Method of Evaluation

- Screening of EOIs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- EOI will be evaluated for short listing inter alia based on their past experience of handling similar type of project, strength of their man power and proficiency in local languages, financial strength of firm and presentation / proposal to the selection committee whose decision will be final.
- The agencies may be requested to make a presentation, if required, to a selection committee show- casing their proposals
- MIDFC will take up references and reserves the right to pay due heed to the Bidder's performance elsewhere.
- Short listed agencies will be issued Bid Documents and asked to submit their price proposal in a sealed envelope.

## Instructions to Bidders

The Expression of Interest is to be submitted in the manner prescribed below: - All information as detailed below is to be submitted in hard copy in sealed envelopes and one soft copy in email to the designated email address

1. Bid Cover Letter – Format 1
2. Bidder's Financial Strength – Format 2
3. Bidder's experience in similar projects – Format 3
4. Proposed Plan for Project – Format 4
5. Proposed Resource CV – Format 5 (refer the Terms of Reference for required resource profiles)

## Format 1

[Date]

To,

The Chief Operating Officer (MIDFC)  
House No. L/A-56, Lower Nongrim Hills,  
Shillong East Khasi Hills Meghalaya-  
793003

Dear Sir,

**Ref: EOI for empanelment of agencies for Strategic Communications and Creative Content Creation for MyCM Program**

Having examined the EOI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to meet such requirements and provide the services as required and outlined in the EOI for **empanelment of agencies for Strategic Communications and Creative Content Creation for MyCM Program** in Meghalaya.

Our correspondence details with regard to this EOI are:

| No. | Information  | Details |
|-----|--|---------|
| 1   | Name of the Contact Person   |         |
| 2   | Address of the Contact Person  |         |
| 3   | Name, designation and contact, address of the person to whom, all references shall be made, regarding this EOI |         |
| 4   | Telephone number of the Contact Person   |         |
| 5   | Mobile number of the Contact Person  |         |
| 6   | Email ID of the Contact Person   |         |

We are hereby submit our proposal against this Expression of Interest. We understand you are not bound to accept any proposal you receive.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process or unduly favours our company in the short-listing process, we are liable to be dismissed from the empanelment process or termination of the contract during the project.

We agree to abide by the conditions set forth in this EOI.

We hereby declare that our proposal submitted in response to this EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

On behalf of (Company Name)

-

-

(Name)  
Authorized Signatory

## Format 2

| S. No | Financial Year | Whether profitable Yes/No | Annual net profit (in Lakh INR) | Overall annual turnover (in Lakh INR) |
|-------|----------------|---------------------------|---------------------------------|---------------------------------------|
| 1     | 2018-19        |                           |                                 |                                       |
| 2     | 2019-20        |                           |                                 |                                       |
| 3     | 2020-21        |                           |                                 |                                       |

## Format 3

| Sl. No. | Project Name and Client Name | Project Details | Contract Dates (StartDate–End Date) | Contract values (in Lakh INR) |
|---------|------------------------------|-----------------|-------------------------------------|-------------------------------|
| 1       |                              |                 |                                     |                               |
| 2       |                              |                 |                                     |                               |
| 3       |                              |                 |                                     |                               |

(Add more records if needed)

## Format 4

Proposed plan illustrating following:

1. Team structure and proposed deployment plan
2. Detailed plan for deliverable of contents – print, video, graphical content, social media. Please include tentative number to be delivered per month
3. Use of tools and methods as enablers
4. Any other key details deemed appropriate

## Format 5

|           |   |                          |   |                             |
|-----------|---|--------------------------|---|-----------------------------|
| 1         | Proposed Position   |                          |   |                             |
| 2         | Name of the Resource  |                          |   |                             |
| 3         | Number of Years with current organization                                 |                          |   |                             |
| 4         | Total Years of Experience   |                          |   |                             |
| 5         | Educational / Professional Certification Details (Graduation and onwards) |                          |   |                             |
| <b>SN</b> | <b>Degree / Certification Obtained</b>                                    | <b>Name of Institute</b> | <b>Year of award</b>                      | <b>Aggregate Percentage</b> |
|           |   |                          |   |                             |
|           |   |                          |   |                             |
| 6         | Employment Details  |                          |   |                             |
| <b>SN</b> | <b>Name of Organization</b>   | <b>From (MM/YYYY)</b>    | <b>To (MM/YYYY)</b>                       | <b>Designation</b>          |
|           |   |                          |   |                             |
|           |   |                          |   |                             |
|           |   |                          |   |                             |
| 7         | Professional Experience relevant to current project                       |                          |   |                             |
| <b>SN</b> | <b>From (MM/YYYY)</b>   | <b>To (MM/YYYY)</b>      | <b>Company/project experience details</b> |                             |
|           |   |                          |   |                             |
|           |   |                          |   |                             |

| Proposed Role | Estimated Man-month | Deployment Model (Client Site/Offsite) |
|---------------|---------------------|--|
|               |                     |  |
|               |                     |  |
|               |                     |  |
|               |                     |  |



## **Annexure 1 : Terms of Reference**

The work is categorized to below activities:

### **Strategy and Plan**

Create and implement a comprehensive media & public relations plan that adheres to the MyCM program's communications strategies and standard operating processes

- Draft and finalize post review from department stakeholders on frequency of different communications
- Draft and finalize post review from department stakeholders on content proof reading, review and approval processes
- Draft and finalize media management plan
- Review the Client's existing situation with respect to media planning and propose an effective plan on the way forward for promotion of government schemes and programs at local, national, and international level on continuous basis during the Agreement Period and execute the same on approval from the Client.

The selected agency need to also prepare a weekly, monthly and Yearly Communication strategy for Media and work on National and Local Media relationship. The agency will need to develop marketing campaigns (conception, information architecture, creative design, copywriting, graphical design and resizing, and final mechanicals) for MyCM program

### **Creative Content - Print Materials for Tabloids, Fliers, Leaflets, Pamphlets, etc.**

- 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 the agreed print media plan.
- Draft strip Ads, Quarter Page Ads, Half Page Ads. The agency need to resize edit materials as per media plan
- Draft contents for articles for magazines
- The Agency shall craft journalistic-style articles/advertorials for its audience with in-depth insight. The insights should be more than information aggregated from basic web searches
- Draft contents and design for advertisements in local magazines
- Write press releases, announcements of the events
- The Agency shall identify and set up response mechanism, news desk and content creation for press notes, releases, briefings for spokespeople, etc. across languages
- Design of outdoor advertisements such as Hoarding/Banners & Standees
- Design and draft content for background designs for the Stage
- Design and content for Souvenirs
- Design and content for Brochures/Flyers/Booklet designing for the program as per the requirement
- The selected agency will be responsible for suggesting, designing creative for non-traditional, attractive and aspirational merchandise (which makes identification with MyCM an aspirational value, like badges, bands, etc.) tailored for different audiences/ different campaigns and events, collaterals as rewards for contests etc.
- Content may be required for T-Shirts, Bags, Caps, Pen Holders, Visiting Card Holders, Paper Weights, Pen Drives, Brochures, Booklets, etc
- Design activities for the roadshows, mini conclaves, events, and any such shows
- The selected agency will be responsible for conceptualizing, creating and designing creative material for outdoor IEC activities like MyCM Posters, Hoardings, bus/train panels, bus shelters, illuminated LED screens/digital signage, wall paintings, display panels/boards, or any other materials which may be displayed at prominent places such as Airports, Metro Stations, Railway Stations, Bus stops, corporate office campuses and other public places. Further, the selected agency will be required to identify such prominent places for the outdoor media which may include but not limiting to the aforementioned places
- The Agency shall be responsible for development and maintenance of an Inventory and Catalogue for all the creative material belonging and supplied to the Client during the period of the Agreement.

- The Agency shall prepare content for write-ups, short stories, blogs, taglines, key phrases, short messages, hashtags, press releases, newsletters, surveys, polls in English and other local languages as required.
- The Agency shall define the visual look for campaign including design/redesign of logos and publishing the style guideline for marketing collaterals.

### **Videos & Animations**

- Create Promotional Videos: Video Films – (in English and local languages) on themes proposed in MyCM program.
- Create Teaser films, pitch videos
- The selected agency will be responsible for creating podcasts (audio only) to be streamed through MyCM platform/ radio/ any other medium.
- Create videos as testimonials from government beneficiaries
- Create short animation videos for government programs
- The selected agency will be required to conceptualize a series of sponsored talk shows on MyCM themes
- The selected agency will be responsible for conceptualizing, creating and producing the digital films under this engagement
- The selected agency will be responsible for creating the script for MyCM jingle ring tones and further getting it produced from the external agency
- The Agency shall prepare PowerPoint presentations or short digital videos for use by the Client in roadshows/ B2B meetings/ government meetings etc. The presentation/video may be used either as a part of the pitch/presentation or may be played in the backdrop.

### **Social Media Campaigns**

- Selected agency needs to design and post in various social media on themes decided in MyCM program
- Selected agency needs to post videos, graphical contents, animated messages in social media
- Create content for bulk SMS. The PMU agency will be responsible for identifying the event on which bulk SMS is required to be sent out, selected agency needs to draft content of the SMS in English and local language
- The selected agency will be responsible for creating mobile ads which shall be posted on various important mobile applications as live banner ads.
- The selected agency will be responsible to increase website (MyCM) ranking on various search engines, including but not limiting to SEO and SEM.
- The selected agency may be asked to create content for IVRS like IVRS prompts, scripts, promotional content etc.
- The selected agency needs to draft content for email marketing

### **Coordination**

- Selected agency needs to coordinate with State Government leadership for approval of all contents before publication
- Selected agency needs to coordinate with PMU and Knowledge partner team to understand strategic themes for contents, plan for publication/events and feedback on contents
- Coordinate with printing vendor for print
- The Agency shall coordinate with the Event Management Agency working with the Client to coordinate pre-event and post-event PR activities such as press meets, media interviews, press briefs, etc. as per the requirements of the Client.
- Coordinate with PMU and Knowledge partner team for feedback on contents
- The Agency shall ensure coordination with other relevant stakeholders for promotion of MyCM program including other promotion agencies/consultants for content creation, content moderation, campaigns and other content related activities.
- It is the responsibility of the agencies to discover rates for publication of content and coordinate with PMU team for approval
- The Agency shall compile and maintain a database of media contacts including consumer, lifestyle media, bloggers and other media within the state and across India.

- The Agency shall support the Client in identifying and liaison with media as required
- The Agency shall follow-up with media visitors to ensure coverage of the campaign across the targeted regions
- The Agency shall engage with significant bloggers and social media influencers in the state

### Resource Deployment Requirement

- Agency must provide proposed resources for all the key roles, as mentioned in the technical evaluation criteria. The proposed resources must be part of the project team and available to interact anytime for the time period specified
- Agency shall provide local content designer matching the profile requirements
- The resources proposed must not be changed unless replaced with equivalent or higher qualification and experience with due approval from MIDFC prior to replacement.
- Agency shall ensure that all the resources deployed to undergo suitable training in relation to security aspects of the project, and maintain the confidentiality of data

Please note the below resource deployment requirements

| S.No | Resource Position               | Responsibilities  | Deployment                  |
|------|---------------------------------|---|-----------------------------|
| I    | Project Manager                 | <ul style="list-style-type: none"> <li>• Provide strategic guidance and allocation of task</li> <li>• Review contents, proof reading and validations</li> <li>• Plan and report task progress, risks and challenges</li> <li>• Coordinate with PMU Knowledge Partner team and Events Management team</li> </ul> | Full-time onsite deployment |
| II   | Local Language Content Designer | <ul style="list-style-type: none"> <li>• Create and review content for MyCM platform</li> <li>• Publish videos on MyCM platform (if applicable)</li> <li>• Coordinate with printing vendor for prints (if applicable)</li> </ul>  | As per requirement          |

The above is an indicative requirement only, agencies may propose any other profiles deemed appropriate for the requirement as per work assignment

## Annexure 2: Terms and Conditions of Empanelment

1. The empanelment may be executed by concerned department of Government of Meghalaya. All terms and conditions would be then applicable to the concerned department instead of MIDFC.
2. The empanelment shall be valid initially for **TWELVE** months from the date of accepting the terms and conditions (as given under Annexure II ) by the agency who has quoted Lowest (L1) or 31st December 2022, whichever is earlier. MIDFC reserves the right to extend the same up to SIX more months years based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
3. MIDFC will sign an empanelment agreement separately with the agencies. After signing of the agreement, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
4. In case of variation or delay in execution of the assigned work by the agency, MIDFC will issue an warning to the agency. Further, non-conformity, MIDFC may impose a requisite penalty as deemed fit (per day/per week) or part thereof of delay (subject to maximum of 10% of the project value). If the delay is beyond stipulated timeline, then MIDFC may annul the project and shall be free to get it done from other agencies at L1 costs or any mutually agreed cost. In such case, the selected agency will not raise any dispute. MIDFC may debar and blacklist the Agencies for applying in its future empanelment also.
5. If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with MIDFC), negligent (such as quality of deliverables not up to the mark), non-supportive attitude ( such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and MIDFC decides to abort the agreement because of such failure, then MIDFC may forfeit the entire bank guarantee amount
6. A separate work order will be given to the selected agency for each project. The selected agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation under the project agreement.
7. The offered (empanelment) agencies shall at its own expense deposit with MIDFC, within a week of the date of notice of empanelment, an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 10% of the allocated work value.
8. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "MIDFC" and "the applicant". No partnership shall be constituted between MIDFC and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
9. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to MIDFC"s interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
10. MIDFC will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. MIDFC may proposed Government of Meghalaya to debar the agency from any government procurements for the period of up to 5 years
  - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MIDFC or any personnel in agreement executions.
  - "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of agreement, to MIDFC, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive MIDFC of the benefits of free and open competition.
  - "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of agreement.
  - "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the MIDFC, designed to establish prices

at artificial, non-competitive levels; MIDFC will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the agreement in question.

11. Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
12. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Shillong, Meghalaya only
13. The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by MIDFC from time to time.
14. The applicants will indemnify MIDFC against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible.
15. MIDFC will take necessary legal actions for such cases.
16. MIDFC will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
17. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
18. MIDFC reserves the right to withdraw/ terminate empanelment in any of following circumstances:
  - Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
  - Information provided to MIDFC is found to be incorrect.
  - Empanelment conditions are not met within the specified time period;
  - Misleading claims about the empanelment status are made;
  - Clear evidence is received that there is breach of copyright;
19. If the agency does not execute the agreement to the satisfaction of the MIDFC then the MIDFC may invoke any or all of the following clauses.
  - Forfeit the Performance Guarantee Amount
  - Terminate the agreement.
20. The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes.
21. All decisions taken by the MIDFC regarding empanelment shall be final and binding on all concerned parties.
22. At least ONE member of the servicing team of the agency must be available to MIDFC in Secretariat, Shillong all throughout the empanelment period ( work days only).
23. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.
24. The Agency is obliged to work closely with the MIDFC's staff, act within its own authority and abide by directives issued by the MIDFC.
25. The Agency will abide by the job safety measures prevalent in India and will free the MIDFC from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the MIDFC responsible or obligated.
26. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
27. The Agency will treat as confidential all data and information about the MIDFC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the MIDFC.
28. MIDFC will have right to drop any agency from the empanelled list without assigning any reason whatsoever.
29. MIDFC also reserves the right to modify the term and conditions of empanelment.
30. The agency should be able to execute order at short notices and even on holidays.
31. Agency should have resources with proficiency and proof reading facilities in multiple languages of Meghalaya (Garo, Khasi and Pnar).
32. Selection of artwork/creative will be entirely on MIDFC's discretion. Artwork/creative once selected will be the property of MIDFC and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. The Agency has to provide original soft copy of open

file to MIDFC. The agency cannot use the concept, artwork, picture, film and jingle for other clients once MIDFC selects it.

33. MIDFC reserves the right to make necessary modification to the selected artwork, concept, etc.
34. Agency will be responsible for transportation of material across India, if required by MIDFC.
35. MIDFC also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.
36. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
37. MIDFC reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances mentioned in 18.
38. The Agency is obliged to work closely with the MIDFC, act within its own authority and abide by directives issued by the MIDFC
39. The Agency will abide by the job safety measures prevalent in Meghalaya and will free the MIDFC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the MIDFC responsible or obligated.
40. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.

### **Information Confidentiality**

41. The Agency will treat as confidential all data and information about the MIDFC obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the MIDFC.

### **Intellectual Property Rights**

42. MIDFC shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Agreement, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the agency for Integration of Application with the proposed System during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Agreement. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to MIDFC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of MIDFC.