



## Request for Proposal

For

# Selection of an Agency for PR Management & Content Creation

Issued by:

**Directorate of Public Relations  
Government of Madhya Pradesh  
Banganga, Bhopal-462003,  
Madhya Pradesh**

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## DISCLAIMER

All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested firm shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

**Directorate of Public Relations** reserves the right to reject any or all of the applications submitted in response to this RFE document at any stage without assigning any reasons whatsoever. **Directorate of Public Relations** also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. **Directorate of Public Relations** reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of **Directorate of Public Relations**.

Neither **Directorate of Public Relations** nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of **Directorate of Public Relations** or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to **Directorate of Public Relations** and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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## Request for Proposal Notice

### “Selection of an Agency for PR Management & Content Creation”

**Directorate of Public Relations** invites online proposals from suitable agencies for Selection of an Agency for PR Management & Content Creation.

For detail scope of work and other terms and conditions, please refer the RFP document available at [www.mpinfo.org](http://www.mpinfo.org) and <https://mptenders.gov.in>. Document fees of **Rs 5,000** (Non-refundable) and EMD of **Rs 20,00,000** (Twenty Lakhs Only) needs to be submitted through online mode through <https://mptenders.gov.in> portal only.

An interested agency who qualifies as per the criteria mentioned in the RFP document may submit their proposals only online through the e-tendering Portal latest by **22/02/2021 till 3 pm**.

**Commissioner**  
**Directorate of Public Relations**

## Definitions

<b>Authorised Signatory</b>	The proposer's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective firm.
<b>Agency</b>	Any private or public entity, which will provide the required data analytics, monitoring, perception audit and research capabilities to the DPR under the contract
<b>Proposal</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
<b>Proposals Security</b>	A security provided to the DPR by a proposer for securing the fulfilment of any obligation in terms of the provisions of the RFP documents.
<b>Proposer</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ Agency participating in the procurement/ RFP process with the procurement entity
<b>RFP Document</b>	Documents issued by the DPR, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to Proposals
<b>Competent Authority</b>	Commissioner – Public Relations, Government of Madhya Pradesh
<b>Contract/ procurement Contract</b>	A contract entered into between the DPR and a successful proposer concerning the subject matter of procurement
<b>GoI/ GoMP</b>	Govt. of India/ Govt. of Madhya Pradesh
<b>Applicable Law</b>	The laws and any other instruments having force of law in India as they may be issued force and in force from time to time
<b>DPR</b>	Department of Public Relations or any other department authorized by Government of Madhya Pradesh to sign on this contract
<b>Effective date</b>	The date from which the contract comes into force and effect.
<b>NIT</b>	Notice Inviting Tender
<b>Notification</b>	A notification published in the Official Gazette
<b>Personnel</b>	Professional and support staff provided by the PR & Branding firm and assigned to perform services to execute an assignment and any part thereof
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Proposals till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Project Site</b>	Wherever applicable, means the designated place or places
<b>DPR</b>	Department of Public Relations, Government of Madhya Pradesh, Bhopal
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by DPR
<b>State Government</b>	Government of Madhya Pradesh (GoMP)
<b>Subject Matter of procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Media</b>	Print, electronic, digital and social media

## Acronyms

BG	Bank Guarantee
EMD	Earnest Money Deposit
GoMP	Government of Madhya Pradesh
GoI	Government of India
IT	Information Technology
RFP	Request for Proposal
O&M	Operations and Maintenance
PQ	Pre-Qualification
PBG	Performance Bank Guarantee
CMS	Content Management System
SI	System Integrator
JV	Joint Venture
CMC	Contract Monitoring Committee
TEC	Technical Evaluation Committee



## 1. Fact Sheet

S/N	Particulars	Description
1.	Nature of Work	<b>Selection of an Agency for PR Management &amp; Content Creation</b>
2.	Proposals Invited by	The Commissioner, Directorate of Public Relations
3.	Date of issue of RFP document	<b>21/01/2021</b>
4.	Last Date for sending Pre-Bid Queries	<b>28/01/2021</b>
5.	Date of Pre-Bid Meeting (Following social distancing norms)	<b>01/02/2021 at 3 pm at the Office of Directorate of Public Relation, Bhopal, M.P . In case DPR decides to conduct the pre-bid meeting via video-conferencing due to covid restrictions, it may inform via publishing details on the website.</b>
6.	Start date of Submission of Bids	<b>02/02/2021 from 10:30 am onwards</b>
7.	Last Date for Submission of Bids	<b>22/02/2021 till 3 pm</b>
8.	Date of Opening of PQ cum Technical Bids	<b>23/02/2021 at 3 pm</b>
9.	Date of Technical Presentations	Would be communicated to the PQ qualified bidders.
10.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders.
11.	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
12.	Cost of RFP Document	<b>Rs. 5,000</b> (Five Thousand Only) To be paid online through e-procurement portal.
13.	Earnest Money Deposit (EMD)	<b>Rs. 20,00,000</b> (Rupees Twenty Lakhs Only) To be paid online through mptenders portal.
14.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.
15.	Performance Guarantee Value	5% of contract value
16.	Performance Guarantee validity period	3 Months beyond the contract period
17.	Method of Selection	"QCBS (Quality and Cost Based Selection) <b>80%</b> weightage to Technical Score (TS) and <b>20%</b> weightage to Financial Score (FS)

### Notes:

- Directorate of Public Relations** reserves the right to change any schedule of bidding process.
- The mode of submission of bid is only online through e-procurement portal ([www.mptenders.gov.in](http://www.mptenders.gov.in)). No physical submission of the bids shall be entertained.
- Any future Corrigendum/Information shall be posted only on e-Procurement portal of GoMP. Bidders are advised to keep visiting the e-Procurement portal for further updates.

## 2. Background Information

Advances in information technology has resulted in increase of number of media and monitoring them and understanding them has become challenging. Directorate of Public Relation (DPR) invites Request for Proposal (RFP) for selection of consultancy/agency to work for DPR as an Agency on record through an open competitive selection process in accordance with the procedure set out herein to create and manage a media research and public feedback cell, that helps DPR to measure the impact of media and collect direct feedback from the public at a regular interval and present to the government.

The Complexities and multiplicities of Media have increased over a period of years, keeping pace with what appears in the media viz: print, TV, digital, social and others has become a difficult task. DPR has felt a need to evolve a system which helps in detailed understanding of government's perception and performance as seen by the media, including social media. This system should be capable of collating, processing, analysing, interpreting and presenting government related news/issues in a form which can be used as a feedback mechanism that could be used to improve governance.

As no such comprehensive monitoring, research and feedback gathering system is available, through this process, DPR intends to have that expertise developed through the selected agency. This will also help DPR and other government departments to take corrective actions, address the grievances, and improve the service delivery of the government schemes in the future.

This cell will not only help DPR obtain a comprehensive and detailed view of the news in the media universe, but will also allow study of the trends, which will help the directorate device better communication strategy for the state. This cell will also be responsible for collecting, analysing, and presenting regular feedback from the field as directed by DPR on various government initiatives and schemes. The mechanism for the same is explained in detail in the scope of work. The cell will also help DPR communicate effectively directly to the public using social and digital media platforms about various initiatives of the government.

The agency will provide dedicated product driven solutions, and qualified manpower to implement the research projects at a fixed frequency and as and when needed by the client. The reports will be designed as directed by the DPR and provide necessary support/tools to help Government to make informed decisions. The agency needs to carry out PR related activities on a regular interval and for the events as mentioned in the RFP. The detailed scope of work is mentioned in this document.

### 3. Instruction to Bidders

#### General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DPR on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DPR. Any notification of preferred Bidder status by the DPR shall not give rise to any enforceable rights by the Bidder. The DPR may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DPR.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP;
  - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
  - iii. Comply with all requirements as set out within this RFP.

#### Code of integrity

No official procuring entity or a bidder shall act in contravention of the codes which includes:

- a) Prohibition of
  - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - iv. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
  - v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to

influence the procurement process.

vii. Obstruction of any investigation or auditing of a procurement process.

viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;

b) Disclosure of conflict of interest.

c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

### **RFP Documents**

The Tender document is available and downloadable on following websites:

- a) <https://mptenders.gov.in>
- b) [www.mpinfo.org](http://www.mpinfo.org)

Non-transferable & non-refundable tender fees of the amount as mentioned in the Fact Sheet must be paid online at e- procurement portal ([www.mptenders.gov.in](http://www.mptenders.gov.in)).

### **3.1 Pre-Bid Meeting & Clarifications**

#### **Pre-bid Conference**

- a) A pre-Proposals conference is scheduled as per the details mentioned in the Fact Sheet of the RFP to clarify doubts of potential proposers in respect of the RFP.
- b) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) as per **Annexure-1** in Excel format & in writing at [cprmpgov@gmail.com](mailto:cprmpgov@gmail.com) by email on or before the date and time mentioned in the fact sheet. Only queries/clarifications submitted in written will be considered.
- c) DPR shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the DPR.

#### **Responses to Pre-Bid Queries and Issue of Corrigendum**

- a) The DPR will endeavour to provide timely response to all queries. However, DPR makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DPR undertake to answer all the queries that have been posed by these Bidders.
- b) At any time prior to the last date for receipt of bids, DPR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <https://mptenders.gov.in>. All future correspondence/corrigendum shall be published on same website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.

- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the DPR may, at its discretion, extend the last date for the receipt of Proposals.

### **3.2 Key instructions of the bid**

#### **Right to Terminate the Process**

- a) DPR may terminate the RFP process at any time/stage and without assigning any reason. DPR makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the DPR. The Bidder's participation in this process may result DPR selecting the Bidder to engage towards execution of the subsequent contract.

#### **Earnest Money Deposit (EMD)/ Bid Security**

- a) The bidder shall submit Earnest Money Deposit (EMD) of the amount as mentioned in the Fact Sheet, which shall be deposited online during the submission of the tender on e-Procurement portal.
- b) Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- c) The successful bidder's EMD will be released upon submission of Performance Bank Guarantee.
- d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e) Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f) The EMD may be forfeited in the event of:
  - a) A Bidder withdrawing its bid during the period of bid validity.
  - b) A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
  - c) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
  - d) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

#### **Performance Security**

- a) On receipt of a letter of Intent (LOI) from the DPR, the successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee or DD from scheduled bank, for the due performance and fulfilment of the contract by the selected proposer, equivalent to 10per cent of the annual contract value, within 15 days from notification of award.
- b) In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the DPR may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- c) The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at **Appendix**. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

- d) The DPR may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

### **Submission of Proposals**

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover etc.

***However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.***

The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 0120-4001002, 0120-4200462.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

### **Bidder's authorised signatory**

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

### **3.3 Preparation and submission of Proposals**

#### **Proposal preparation costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DPR to facilitate the evaluation process, and in negotiating a definitive contractor all such activities related to the bid process.

DPR will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

### **Venue & Deadline for Submission of Proposals**

The response to RFPs must be submitted on the e-Procurement portal (<https://www.mptenders.gov.in/>) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. DPR shall not be responsible for any delay in the submission of the documents. Hard copy of the proposals will not be accepted.

### **Bid Prices**

- a) The bidder shall express their bid prices using the Commercial Bid Format provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees.
- b) The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- c) The prices quoted by the bidder shall be in sufficient detail to enable the DPR to arrive at the price of the services offered.
- d) Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance etc. Freight, levies, etc. of any type, indicated separately, will not be taken into account for evaluation purposes.
- e) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel, equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in India. However, all project related travels and related expenses outside of Bhopal, with the state, elsewhere in the country or international will be paid to the bidder on actuals after taking prior approval from DPR. The travels between Bhopal and the bidders' home office shall not be paid on actuals, and should be included in the total Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition 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.
- f) The Financial Proposal shall take into account all expenses and tax liabilities excluding GST. 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.
- g) Costs shall be expressed in INR.

### **Proposal opening**

The Proposals submitted up to the deadlines will be opened at the scheduled time & date as specified in the RFP, by the Nodal Officer or any other officer authorized by the DPR, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bona-fides for attending the opening of the Proposal.

### **Proposal validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of the Proposal.

### **Evaluation process**

- a) The DPR may constitute a committee of subject matter experts to evaluate the responses of the Bidders (Bid Evaluation Committee).
- b) Initial Proposal scrutiny will be conducted by committee to confirm that Proposals do not suffer from the infirmities detailed below. Committee will treat the proposals as non-responsive, if a Proposal is found to have been:
  - i. submitted in manner not conforming with the manner specified in the RFP document
  - ii. Submitted without appropriate EMD as prescribed herein
  - iii. received without the appropriate or valid power of attorney
  - iv. containing subjective/incomplete information
  - v. submitted without the documents requested in the checklist
  - vi. non-compliant with any of the clauses stipulated in the RFP
  - vii. Having lesser than the prescribed validity period.
- c) The Committee constituted by the DPR shall evaluate the PQ cum Technical & Financial responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- d) All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document.
- e) The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Committee.
- f) Committeemay ask for meetings with the Bidders to seek clarifications on their proposals.The committee also reserves the right to directly ask clarifications to the DPRs of the bidder, in case any doubt arises.
- g) The Committeereserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- h) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- i) The committee reserves the right to reject proposal submitted by bidder in case it is found that bidder is blacklisted by Central/ State / PSUs etc.

## **4. Criteria for evaluation**

### **4.1 Pre-qualification (PQ) criteria**

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents.

Bids can be submitted by an Individual firm or a Consortium:



- a) Consortium shall mean more than one agency up to a maximum of three (One lead bidder + 2 consortium members) which joins with other agencies of complementing skills to undertake the scope of work defined in this RFP.
- b) Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original. The MoU /agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member. However, complete responsibility from the submission of Bid to the successful completion of the project lies with the Prime Bidder, in case the other consortium members fail in their responsibilities.

The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	The Agency should be a legal entity registered in India since last 5years as on bid submission date.	Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.
2.	Turnover	The bidder or lead bidder in case of a consortium should have relevant minimum annual average turnover of PR & Communication services for <b>Rs.50 crores</b> (Rupees Fifty Crores Only)during the last three financial years (2017-18, 2018-19,& 2019-20)from similar activities as mentioned in the scope of work. In case the turnover certificate for FY 20-21 is available, they may be used as part of the last three-year average turnover)	CA Certificate clearly indicating the relevant turnover.
3.	Technical Capability/ Experience	The bidder must have prior experience of at-least three projects of similar nature with Central or State Government/Government Department and one similar international government project. Similar Nature/Activities means- PR and Communication Services, Media, Media Monitoring, Communication Impact Assessment, Public Relation Strategy, Communication Strategy and Content Creation or such similar assignments mentioned in the scope of work of this RFP. Agreement not directly with the government but the work is done for central and state is also allowed	Related work orders / contracts for ongoing or completed projects.  In case of ongoing project, it should be in existence for more than 12 months, preceding the submission date.
4.	Statutory Registrations	The Applicant must have a valid GST Number and PAN Card in India	Copy of valid certificate

5.		The applicant bidder or lead bidder in cases of consortium must have dedicated offices in at least 10 countries.	An undertaking by the bidder signed by authorised signatory.
6.	Availability of Key Resources	Bidder or lead bidder in case of consortium must have at least 250 people on permanent payroll.	Self-certification on Bidders letterhead by HR or Authorized Signatory with clear declaration of staff, level/designation wise.
7.	Black listing / Terminations	Should not have been blacklisted by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of submission of RFP. This is applicable for bidder and all consortium members.	A signed undertaking to this effect should be submitted on bidder's letter head

#### 4.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical evaluations. Based on technical evaluation framework mentioned, the Committee shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below.

A senior dedicated team lead will have to be appointed who will be the interface between the DPR and other resources. The agency must submit details of the key personnel in a format suggested in this document and must fulfil the Conditions of Eligibility

S.No	Criteria	Max. Points
1	Professional Experience - Specific experience of the Consultant (as a Firm) relevant to the assignment	25
2	Professional Staff - Key professional staff qualifications and competence for the assignment	25
3	Approach and Methodology - Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	50
	<b>Total</b>	<b>100</b>

Sr. No	Description	Maximum Score	Supporting Document
<b>A</b>	<b>Professional Experience</b>	<b>25</b>	<b>Experiences submitted by the bidder for any of the category below cannot be used in more than one category</b>
<b>1</b>	<p>Bidder or Lead Bidder should have done at least 3 government projects with similar scope as per this RFP (centre, state or government departments)</p> <p>3 Projects – 2 Mark</p> <p>4-5 Projects – 5 Marks</p> <p>5 or More – 10 Marks</p>	10	<p>Related work orders / contracts for ongoing or completed projects.</p> <p>In case of ongoing project, it should be in existence for more than 12 months, preceding the submission date.</p> <p>In case the contracting authority is not a government agency but the work is being delivered for a government agency, then in addition to the above documents, an undertaking by the bidder confirming the arrangement must be submitted</p>
<b>2</b>	<p>Bidder or Lead Bidder should have done at least 1 International government projects with similar scope as per this RFP (centre, state or government departments)</p> <p>1 Project – 2 Marks</p> <p>2 or More Projects – 5 Marks</p>	5	<p>Related work orders / contracts for ongoing or completed projects.</p> <p>In case of ongoing project, it should be in existence for more than 12 months, preceding the submission date.</p> <p>In case the contracting authority is not a government agency but the work is being delivered for a government agency, then in addition to the above documents, an undertaking by the bidder confirming the arrangement must be submitted</p>
<b>3</b>	<p>Bidder or Lead Bidder should have experience in working on at least one global platform such as COP, WEF, South By South West or similar events of stature and scale.</p> <p>1 Project – 2 Marks</p> <p>2 to 3 Projects – 5 Marks</p>	10	<p>Related work orders / contracts for ongoing or completed projects.</p> <p>In case of ongoing project, it should be in existence for more than 12 months, preceding the submission date.</p> <p>Given the global nature of such platforms, credentials of parent/sister</p>

	4 or More Projects – 10 Marks		company, as applicable, may be submitted. In such a scenario, an undertaking establishing a relationship between the bidder/lead bidder and parent/sister company need to be submitted, signed by the authorised signatory.
<b>B</b>	<b>Professional Staff</b>	<b>25</b>	2 CVs from each Team category will be submitted along with the Team Lead. However, only 1 CV from each Team Category will be evaluated for scoring purposes. The CV to be selected for evaluation will be at DPR's discretion. All proposed CVs should be deployed on the project post award.
<b>1</b>	Communication Ideation & Strategic Advisory Team	5	Education Qualifications – 20% Professional Experiences on Relevant scope – 80%
<b>2</b>	PR Management Team	4	
<b>3</b>	Content Creation Team	4	
<b>4</b>	Media Consultant Team	4	
<b>5</b>	Branding Expert Team	4	
<b>6</b>	Event Expert Team	2	
<b>7</b>	Research and Survey Team	2	
<b>C</b>	<b>Approach &amp; Methodology</b>	<b>50</b>	
<b>1.</b>	<b>Approach and Methodology/Presentation</b>  The presentation should broadly be covering following aspects: <ul style="list-style-type: none"> <li>• Appreciation for Scope and MP local Context (5 Marks)</li> <li>• Innovative Ideas &amp; Suggestions (15 Marks)</li> <li>• Tools &amp; Assets Proposed (10 Marks)</li> <li>• Creative Renditions &amp; Demos (15 Marks)</li> <li>• Recommendations on Measurable Outcomes/KPIs (5 Marks)</li> </ul>	50	Technical Presentation * (before RFP technical committee)
	<b>Total</b>	<b>100</b>	

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 70marks in the Technical Evaluation Criteria would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

\*Schedule for technical presentation will be communicated to bidders who qualify Pre-Qualification criteria. It is mandatory for bidders who qualify Pre-Qualification criteria to appear for Technical

Evaluation Round else the bid would not be considered for further evaluation. Proposer need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation.

#### 4.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies as applicable on date except GST, which shall be payable extra as per the prevailing rates
- e. The bid prices shall be in Indian Rupees and mentioned separately.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- h. The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS) as under: -
  - i. After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and financial parameters. The weightage of the technical and financial parameters will be in the ratio of 80:20 respectively.
  - ii. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 Bidders will be evaluated using the following formula:  
Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100} %  
(Adjusted to two decimal places)
  - iii. The technical and financial scores secured by each Bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
  - iv. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder for award of the Project. The overall score will be calculated as follows:  
$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where

B<sub>n</sub> = overall score of Bidder

T<sub>n</sub> = Technical score of the Bidder (out of maximum of 100 marks)

F<sub>n</sub> = Normalized financial score of the Bidder
- v. In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## **5. Appointment of Agency**

### **5.1 Award Criteria**

The DPR will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the DPR.

### **5.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

The DPR reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DPR action. DPR also reserves the right to accept or reject all proposals.

### **5.3 Notification of Award**

Prior to the expiration of the validity period, DPR will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within three (3) days of issuance of LOI. In case the tendering process / public procurement process has not been completed within the stipulated period, the DPR, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

### **5.4 Contract finalization and award**

The DPR shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government/Central Vigilance Commission (CVC). On this basis the draft contract agreement would be finalized for award & signing.

### **5.5 Signing of contract**

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract within 15 days of issuance of LOI, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the DPR and the successful Bidder.

### **5.6 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DPR may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the DPR shall invoke the PBG of the most responsive Bidder.

## 6. Scope of Work

The Scope of work and the Deliverables are detailed out as follows:

### 6.1 Communication Ideation & Strategic Advisory Team

- The team shall be responsible for conceptualization and planning innovative ideas for creating effective campaigns for the branding of State Government and its Departments under different schemes/ programs and achievement of State Government at State/National and Inter National Level.
- The team will be responsible for planning of content for news, articles, features, advertisement, publications, outdoor publicity and various promotional activities etc
- The team shall guide DPR for planning promotional activities to reach maximum number of citizens in a cost-effective manner.
- The team will also help DPR conceptualize and conduct events.
- The team shall be responsible for designing research-based brand strategy and development of marketing campaigns, Measure and report on success of different government campaigns.
- Comprising on-demand experts who will provide sectoral/technical expert support to the team and DPR. This group will provide very strong and deeper understanding of specific matters at hand, relating to communications, technology, behavior change, policies, finances, etc. This team will operate on an on-demand basis from Bhopal or other locations as agreed with the client including consultant's offices. The indicative list of functionalities shall be provided by DPR. However, based on the assessment of the type and quantum of work, the consultants should propose and justify the structure and composition of team. Consultant should list out the main disciplines of the assignments/job, the key expert responsible, and proposed technical and support staff. If further people are required to be added to the experts group, additional approvals along with budget based on admitted rate card will have to be taken by the agency. This rate card should be valid for 2 calendar years.

### 6.2 PR Management Team

- The team shall deploy dedicated manpower having requisite experience (min. 3 years) in Public Relations at Directorate of Public Relations. (CV of the manpower along with relevant proof supporting to be submitted at the time of on-boarding the team).
- PR related activities shall be done on a regular basis by the dedicated manpower's of the agency liaising with Media, pre and post event coverage of events
- The team shall be responsible for creative advertising / earned media planning at State/National Level.
- The team shall be responsible for carrying out innovative programme/ campaigns with bloggers/ having strong digital/print and electronic presence, to support & sustain brand image of Madhya Pradesh, Honourable CM and State Government Departments within the State as well as at National Level.
- The team shall be responsible to build image of Madhya Pradesh, Honourable CM and State Government Departments at State and National level.
- The team shall be responsible that programs like – "Atmanirbhar Madhya Pradesh", Farmer Welfare, Tribal Welfare, Women Security, Solar State etc. should have theme-based campaign and media Plan and suggested themes by DPR
- The team shall be responsible for promotion of innovative programs/schemes like: One District-One Product, Responsible Tourism etc. and as suggested by DPR within the State as well as at National Level and International Level for specific programs such as Friends of MP etc.
- The team shall be responsible for getting published and broadcast news stories, articles, features, soft stories, interviews, special occasion articles etc.
- The team shall be responsible for suggesting innovative ideas and local need-based content requirements to DPR.

- The team shall be responsible for identity creation and branding image of Madhya Pradesh under the schemes/projects/sectors like Ease of Doing Business, Mega Projects, Smart City, Metro City, Cultural, Tourism and other important Institutions as planned by DPR from time to time.
- The team shall guide DPR in executive planning of promotional activities to reach maximum number of citizens in a cost-effective manner. The agency shall also do impact analysis of such activities.
- The team shall be responsible for mapping of target media and stakeholders and develop international media list, national media list and regional-local media list and platform space. The team shall prepare a detailed mapping of target media including writers, journalists, editors, columnists, opinion leaders and update the list periodically. The team shall map the top editors, journalists and columnists from reputed national and international wires, dailies, financial dailies, magazines, journals, TV media including wires and regional newspapers of relevance to the Madhya Pradesh.
- Mitigate damage for negative news/ speeches /coverages etc.
- PR through non paid means /mediums.
- The team shall submit a detailed PR Report (two copies) in printed & bounded form and in soft copy along with pre- and post-event coverage along with photographs, media tracking of online, print and electronic coverage.

### **6.3 Content Creation Team**

- The team shall be responsible for the creating the content for the branding and innovative promotion of Honorable CM of Madhya Pradesh, State Government Departments and different schemes/ programs and achievement of State Government at State/National and Inter National Level.
- The State Government runs various kinds of schemes, programs for the welfare of the citizens also there are various kind of achievements of the government. The team shall be responsible for the creation of editorial content for the good work done by the State government for print, electronic, social and digital Media.
- The team shall be responsible for preparing earned media articles, editorial, blogs, micro-blogs, advertorial and feature stories for print, electronic social and digital media at State/National and Inter National Level.
- The team shall be responsible for creative content for attractive creatives and 'roundup articles' from different publications (book, booklet, posters, pamphlets, folders and brochures etc)
- The team shall be responsible for identifying the champion programs in the Govt. of India schemes and conduct special monthly bulletin anchored by the Hon'ble CM, talking about all the important policies undertaken/ announcements made.
- The team shall be responsible for establishing communication strategies providing basic information relevant to citizens. Example via E-Sandesh (monthly e-newsletter) to create awareness that reaches public on departmental activities.
- The team shall be responsible for translation of content from English to Hindi and vice-versa.
- The actual quantity and nature of the content will be agreed and prepared as part of the communication roadmap in joint agreement with DPR and the selected consultant.
- Drafting Invites, Press releases and other content for different types of media.
- Designing Press kits which includes press release, souvenir, pen, diary, or relevant content in pendrive or brochure etc.

### **6.4 Media Consultant Team**

- The team shall be responsible for assisting DPR in media planning and media management / media buying for all initiatives through the tenure of the agreement.
- Media planning shall be done such that the State, Honorable CM, Welfare Schemes, Tourism etc. have a strong presence at National level using various channels of digital and print media.



- The team shall be responsible for monitoring online/offline media and collect, process, analyze different contents and prepare appropriate reports for the DPR on daily/weekly/monthly and yearly basis for all the print/digital media.
- The team shall be responsible for assisting DPR in full utilization of media slots for promotion through appropriate media plan catering to targeted populace—Print/TV (News and Entertainment Channels) / Radio (Akashwani and FM), OTT partnerships, Podcast, Soft stories, for all channels and Feedback Mechanism.
- The team shall be responsible for the management and co-ordination of Newsroom created by DPR for 24x7 media monitoring
- The team shall be responsible for day-to-day emergency management (By countering situations and negative news, incidents with a well thought out plan etc.)
- The team shall be responsible for news analysis of print, electronic, social and digital media.
- The team shall be responsible for feedback mechanism and appropriate response.
- The team shall be responsible for maximum utilization of bloggers, influencers and key experts in promotional activities.
- This team will be responsible for planning and advising media plan. Actual media buying / partnership budget will be separate and not part of the financial document or responsibility of this team.
- Conducting Media Interaction of Chief Minister of Madhya Pradesh with National/International repute.

#### Reports:

- **News alerts:** Alerts regarding important news items related to government and governance on a real time basis, propose response appropriate to news event to help DPR/government to decide on a suitable course of action.
- **Daily Report:** A daily consolidated media monitoring report with paper clippings/ snapshots of digital media,, which includes complete sentiment analysis and detailed insights about government's perception on a daily basis along with recommendations for corrective measures, if any.
- **Weekly Reports:** Weekly Round Up of Media reports, in depth Analysis of all major events of all the departments/ Districts.
- **Monthly Reports:** Monthly Analysis of the state's media performance, trend spotting, department, and district wise. The report shall cover feedback, course correction, ground research, news research through various tools for evaluation.
- **Quarterly and Half Yearly Reports:** Based on the media monitoring reports, a detailed analytic based report of Schemes implemented by the government/ Its efficacy/ Department's progress to be determined. The report shall cover feedback, course correction, ground research, news research through various tools for evaluation.
- **Annual Reports:** Help DPR in determining best practices / Feedback mechanism for each department basis the media and public feedback analytics. The report shall cover feedback, course correction, ground research, news research through various tools for evaluation.

#### 6.5 Branding Expert Team

- The team shall be responsible for branding of Honourable CM of Madhya Pradesh, State Government Departments at State/National and Inter National Level.
- The team shall be responsible for creating specific perception and reputation for Govt. Of MP and for Honourable CM of Madhya Pradesh.
- The team shall be responsible for creating awareness for the good work of Govt. of MP.
- The team shall be responsible for work consistency for creating a brand for Govt. of MP and for Honourable CM of Madhya Pradesh.
- The team shall be responsible for creating ideas for effective strategy and work closely with the other teams.

### **6.6 Event Expert Team**

- The team shall be responsible for planning and organising different events & road shows of Govt. of Madhya Pradesh within State, National and International level.
- The team shall be responsible for events management plan with specific goals and objectives.
- The team shall be responsible for coordination and reporting / evaluation of the report
- The team shall be responsible for preparing post-event reports/ feedbacks share with DPR.
- The team shall be responsible for advising and enhancing the event's success.
- The team shall lead promotional activities for the event/campaign in partnership with media team.
- This team will only be involved in planning, counselling, supervising and reporting of events. The actual execution of the event does not fall under the team's scope or budget. Separate budget will be allocated along with selection of existing team/new team/ new sub-agency to execute each event.

### **6.7 Research and Survey Team**

- Conceive, design survey (or other suitable research method), analyze data, interpret the findings of the survey/research and submit reports to the DPR.
- Monitoring the efficacy of government schemes and policies through primary and secondary data based on the parameters set by DPR
- Assessment of the functioning of government institutions from the public perception viewpoint through primary and secondary data
- Carry out event and scheme related feedback analysis of Government initiatives and do an in-depth analysis of insights gained.
- Getting innovative ideas through crowd sourcing and following up with the concerned persons for smooth implementation of approved ideas.
- Monitor the progress and efficacy of various Govt. schemes by framing quantitative parameters for survey such as number of electricity/water connections in the villages, registration of new MSME's, women participations etc and suggesting ways for behaviour changes.
- The team shall be responsible for designing a citizen survey questionnaire and developing a roadmap for undertaking citizen door to door survey etc.
- The actual conducting of the survey will be done either online or on-ground by DPR, based on the recommendations from the Research and Survey team.
- Research on Image of Madhya Pradesh on National and International level in terms of branding done.

These insights will be used to further improve service delivery of socio-economic welfare schemes in the state.

### **6.8 Undertake Branding, Communication and Citizen Engagement Pilots**

Given the multi-faceted nature of the socio-economic situation and application communication models, the consultant is expected to translate the communication strategies, into several pilots, which can be individual, sectoral or geographic in nature, allowing directorate to evaluate and assess the various models for their reach, impact, cost, etc. Basis the impact, the Directorate will work with the respective departments and CMO to roll out the effective ones on large scale across the state. The consultant is expected to design and implement around 10-15 pilots during the tenure of the engagement. The broad areas of the pilots include,

- Create citizen touch points through various modes to increase outreach and gauge the impact of various initiatives undertaken by the Govt. This can be done through: social media connect, Service Kiosks, mobile apps etc. `
- All citizen-centric services to be delivered through mobile application/ Lok Sewa Kendras/ MP Online Kiosks/ Common Service Centres. Manning Common Service Centres (CSC) by Village level Entrepreneurs (VLE) in providing services in the villages and getting valuable customer feedback with chatbots

- Women Advisory Group: Formation of women advisory groups which can conduct face to face/digital interactions to promote women centric schemes such as Beti Bachao Abhiyan, Undertaking discussions with women members of Village Water and Sanitation Committee etc.
- Micro-summits: Micro summits to be conducted in various regions of the state. This shall include key focus areas such as power, education, agriculture & water resources, infrastructure. The key focus will be on addressing issues and finding solutions in that very region. This will include active participation of business leaders from across the state, and will be dedicated to finding regional solutions and drive regional business
- Develop message content for stakeholders, factsheet, profile/portfolio of journalists, talking points, FAQs, contributory articles, graphics, info graphics, short video, GIF, animations etc
- Others as advised by DPR from time to time.
- Coordination and Brainstorming with other Stakeholders, departments of Madhya Pradesh for the projects and campaigns.

DPR has allocated a separate fixed budget for the pilots, against which the selected consultant will submit proposals for projects which can improve the efficiency and efficacy of communication and citizen engagement at state level, using various channels. The proposed pilots, will be conceived and developed using scalability, speed and sustainability in consideration and ones which can then be taken by the state departments at a large scale across all demographics and geographies. The budget for the pilots will not be considered as part of the financial evaluation. However, the bidder should present innovative ideas for various pilots as part of the technical presentation. Execution of the pilots once approved and budget allocated, can be done by the consultancy firm itself or an external agency sub-contracted by the consultant depending upon the specific pilot.

### 6.8 Approval Process for deliverables

The teams need to follow the approval process for any deliverable (advertisement/ content/ reports/ media plan/ surveys etc.) submitted to DPR from time to time. The payment to the agency would be held if any deliverable has been published without the approval of competent authority from DPR.

### 6.9 Team Composition

The agency shall form different teams for undertaking this assignment. The teams shall consist of experts who have the requisite qualifications and experience. The agency shall be responsible for the deployment of following manpower in required number and other paraphernalia required for them to execute the following job description. Further, the team given below is as per minimum requirement, DPR may ask for additional manpower if required for the assignment.

Manpower Category	No of Resources
Ideation & Strategic Communication Team	04
PR Management Team	18
Media Consultant Team– Bhopal, Mumbai & Delhi	03
Content Creation Team- (Writer)	04
English to Hindi Translator and vice-versa (2+2)	04
Creative Designer	02
Branding Expert Team	02
IT Expert	01
Event Expert Team	02
Research/Survey Expert Team	02
Media & Data Analyst	02
Media Coordinator	06
<b>Total</b>	<b>50</b>

**Note:**

DPR may ask the bidders for the followings during bid evaluation:

- a) Interview of the proposed candidates as deemed fit.
- b) Bidder needs to deploy the same resources as proposed in the bid and interviewed by DPR. Any replacement will attract penalty as per SLA
- c) At least 60% of the proposed team (across all team categories) is required to be deployed onsite. Any further changes to the team deployment plan can be discussed/ agreed during the engagement period.

**6.10 Proposed Team:**

S. No	Team	Role/Experts	Qualification & Certifications required	Professional Experience	Job-Description	No of Resources
1	A	Communication Ideation & Strategic Advisory Team	Bachelor degree in mass communication/ journalism & similar field of Strategic Communication /Business Administration	At least 7+ years of relevant and varying experience	Shall be responsible for gathering new ideas and ensure branding of Madhya Pradesh and Honourable CM, Should have expertise in manage media relations and have expertise on conceptualization, design and development of relevant knowledge products. Should have proven track in supervising diverse team, coordinating with multiple stakeholders and deliver quality assignments within strict timelines. Long term communication strategy. Create and translate best/appropriate communication strategy.	04
2	B	Media Consultant–Bhopal, Mumbai & Delhi	Bachelor degree in mass communication or journalism/ Business Administration	At least 7+ years' relevant experience	Should have expertise in managing media, especially national/international shall have expertise in Media Analysis, news sentiments analysis. Media Planning	03
3		Media Analyst	Bachelor degree in Business Administration/ Journalism	At least 5+ years of relevant experience	Tracking of print, social and electronic media, Designing and using research tools to collect relevant information pertaining to State Government, analysing campaign/event performance	02
4		Media Coordinator	Bachelor in Journalism/Mass communication	At least 5+ years of relevant experience	Should have expertise in managing media relations including print/electronic.	06
5	C	PR Management Team	Bachelor degree in Business Administration/ Journalism, (PhD Preferred)	At least 3-15 years of relevant and varying experience	Shall be responsible for planning publicity strategies and campaigns, providing information about new promotional opportunities and current PR campaigns progress, analysing media coverage	18
6	D	Research/Survey Expert	Bachelor degree in mass communication/	At least 5+ years of relevant	Should have expertise in planning, implementation, and evaluation of surveys, identify	02

			journalism & similar field of Strategic Communication /Business Administration	experience	survey needs and specific requirements of client, ability to collect data, using methods such as interviews, questionnaires, focus groups, Analyze data from surveys	
7	E	Content Writer	Graduate	At least 7 years' Relevant experience	Should have expertise with use of words and should be able to write in context of professional established settings, messages, themes and styles. Creative writer must have a vivid imagination and shall have experience of handling criticism and rejection	04
8		English to Hindi Translator	Graduate/Post Graduate preferably in Hindi	At least 3 years' Relevant experience	Should have expertise and demonstrated experience in translating the creative knowledge products from English to Hindi.	02
9		Hindi to English Translator	Graduate/Post Graduate preferably in English	At least 3 years' Relevant experience	Should have expertise and demonstrated experience in translating the creative knowledge products from Hindi to English	02
10		Creative Designer	Graduate	At least 5 years' relevant experience	Creative designer should be able to lead the efforts of the staff responsible for creating the visual and written knowledge products in order to create a consistent marketing and brand identity for the government of Madhya Pradesh	02
11	F	Branding Expert	Bachelor degree in Business Administration/ Journalism	At least 5 years' relevant experience	Design a research-based brand strategy, Conduct field research, Develop and execute marketing campaigns, Measure and report on success of different government campaigns.	02
12	G	Event Expert	Bachelor degree in Business Administration/ Journalism	At least 5 years' relevant experience	Planning of events as per the requirement of the department, suggest enhancing the event's success, Lead promotional activities for the event/campaign, Handling post-event reports/ feedbacks	02
13	H	IT Expert	BE Computers/ IT and Master's degree in Business Administration	At least 10 + years of experience of managing ICT projects	Should be able to coordinate with the ICT, Social Media, electronic media teams and overall in-charge of the ICT projects at DPR. Expert in making presentations MIS, Dashboards etc.	01

## 7. Service Level Agreement, Timelines & Penalties

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Firm to the Madhya Pradesh Govt. for the duration of the contract against the stated scope of work. DPR shall regularly review the performance of the services being provided by the Firm and the effectiveness of this SLA. The decision of DPR shall be binding in this regard.

The deliverables of Reports and their frequencies and format will be finalised in consultation with the DPR and the agency on signing of the LOI. Agency would be bound by the deliverable timelines and would be submitting monthly update on the progress of the project with DPR along with monthly invoice.

### 7.1 Deployment activities, timelines & penalties:

S. No	Activities	Time Lines	Penalty beyond timelines
1.	Submission of Project Plan to DPR.	Start of Engagement (T)+ 15 Days	Penalty of 0.05% of the annual contract value for delay of every week up to four weeks.
2.	Appointment of Key resources and qualified manpower at Bhopal	T+15 Days	Penalty of 5% of the monthly fee value of each non-deployed/delayed resource for delay

### 7.2 Resources timelines & penalties

Subject to conditions of contract if the successful bidder fails to commence the activities within the time period, DPR shall without prejudice to its other remedies under the contract may levy following penalties:

- a) Resource replacement - If the resource proposed by the bidder in their bid proposal is replaced during joining, DPR may impose penalty to agency @ Rs. 50,000 Per resource for replacement. DPR would conduct an interview of the proposed resource with an equivalent or higher qualification and experience, any replacement would be allowed once candidate is found suitable in the interview.
- b) Shortfall of attendance of resources deployed -If a key resource is absent for 3 consecutive working days without any prior notice & approval, Penalty of Rs. 5,000 per day per resource absent may be levied.
- c) The deployed key resources should not be engaged in any activity other than the current assignment. If it is found that a deployed consultant is/are working in any other project, penalty to agency @ Rs. 50,000 Per resource may be imposed.

#### Notes:

1. If the delay in deployment is beyond the timelines as per above, and no extension of time is given by the Department, the contract may be terminated and the PBG shall be forfeited.
2. It is clarified here that if the delay in deployment of resources is on the request of the Department then, no penalty shall be imposed on the bidder for that time period.
3. DPR holds the right to reduce or increase the number of resources at any time during contract period.

4. DPR holds the right to remove/ replace any resource if their performance is not found satisfactory.
5. Agency needs to submit the documentary evidence (Salary Slip/ PF statement/ Bank Statement etc.) of the monthly salary being paid to the resources working under this project.
6. The team shall work in tandem.

### 7.3 Operational activities, timelines & penalties:

#### 7.3.1 Ideation & Strategic Communication Team

S.No	Activities	Time Lines	Penalty/Withholding
1.	Branding and innovative promotion programme/ campaigns/events	As per the given timelines of assignment by DPR.	0.05% of Team-A monthly invoice value per day (as applicable) of agreed timeline
2.	Conceptualizing and developing content creation	As per the given timelines of assignment by DPR	0.10% of Team-A monthly invoice value per day maximum up to 10 days
3.	Conceptualizing creative design, attractive merchandise	As per the given timelines of assignment by DPR.	0.05% of Team-A monthly invoice value per day (as applicable) of agreed timeline.
4.	Strategy for communication with citizen	With a deviation of delay permitted of 7 Days	0.05% of Team-A monthly invoice value per day maximum up to 10 days
5.	Frequency of the above events/ activities	DPR along with agency will prepare a quarterly plan fixing the frequency of such activities, if the number of events / activities are not met owing to agency sole responsibility, penalty would be imposed	0.05% of Team-A quarterly invoice value per activities/ event not done maximum up to 5 activities/ event per annum
6.	Quality of the above activities/ event/ deliverables/ reports	A competent authority from DPR will assess the quality of the activities/ event/ deliverables/ reports, if quality of activities/ event/ deliverables/ report is not found satisfactory, penalty would be imposed	0.05% of Team-A quarterly invoice value per activities/ event/ deliverables/ report maximum up to 10 deliverables/ reports per annum

#### 7.3.2 Media Consultant Team

S.No	Activities	Time Lines	Penalty/Withholding
1.	Media/Event Management	As per the given timelines of assignment by DPR.	0.05% of Team-B monthly invoice value per day (as applicable) of agreed timeline.

2.	Published and Broadcast News/Articles	As per the given timelines of assignment by DPR.	0.05% of Team-B monthly invoice value per day (as applicable) of agreed timeline.
3.	Media Monitoring (Online/Offline)	As per the given timelines of assignment by DPR.	0.10% of Team-B monthly invoice value per day (as applicable) of agreed timeline.
4.	Daily Reports	(Daily delivery at a fixed time). With a deviation of delay permitted of 1 Hour.	0.01% of Team-B monthly invoice value per hour maximum up to 3 hours
5.	Fortnight Report (On 15th of every month for the entire time of the agreement)	With a deviation of delay permitted of 1 Day	0.01% of Team-B monthly invoice value per day maximum up to 2 days
6.	Monthly Report	With a deviation of delay permitted of 3 Days	0.01% of Team-B monthly invoice value per day maximum up to 5 days
7.	Quarterly and Half Yearly Report	With a deviation of delay permitted of 7 Days	0.01% of Team-B monthly invoice value per day maximum up to 10 days
8.	Yearly Report	With a deviation of delay permitted of 9 Days	0.01% of Team-B monthly invoice value per day maximum up to 15 days
9.	Quality of the above deliverables/ reports	A competent authority from DPR will assess the quality of the deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	0.01% of Team-B quarterly invoice value per deliverables/ report maximum up to 25 deliverables/ reports per annum including daily, weekly, monthly, quarterly, half yearly and yearly report

### 7.3.3 PR Management Team

S. No	Activities	Time Lines	Penalty/Withholding
1.	Media Planning & Buying	As per the given timelines of assignment by DPR.	0.10% of Team-C monthly invoice value per day (as applicable) of agreed timeline.
2.	Advertisement planning at State/National/International Level.	As per the given timelines of assignment by DPR.	0.05% of Team-C monthly invoice value per day (as applicable) of agreed timeline.
3.	Campaign Planning	As per the given timelines of assignment by DPR.	0.05% of Team-C monthly invoice value per day maximum up to 10 days



4.	Promotion of innovative programs/schemes	As per the given timelines of assignment by DPR.	0.05% of Team-C monthly invoice value per day maximum up to 10 days
5.	Media Platform Utilization	As per the given timelines of assignment by DPR.	0.10% of Team-C monthly invoice value per day maximum up to 10 days
6.	Branding of Madhya Pradesh	As per the given timelines of assignment by DPR.	0.05% of Team-C monthly invoice value per day maximum up to 10 days
7.	PR Report	As per the given timelines of assignment by DPR.	0.05% of Team-C monthly invoice value per hour/day (as applicable) of agreed timeline.
8.	Frequency of the above events/ activities	DPR along with agency will prepare a quarterly plan fixing the frequency of such activities, if the number of events / activities are not met owing to agency sole responsibility, penalty would be imposed	0.05% of Team-C quarterly invoice value per activities/ event not done maximum up to 5 activities/ event per annum
9.	Quality of the above activities/ event/ deliverables/ reports	A competent authority from DPR will assess the quality of the activities/ event/ deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	0.10% of Team-C quarterly invoice value per activities/ event/ deliverables/ report maximum up to 10 activities/ event/ deliverables/ reports per annum

#### 7.3.4 Research, Surveys and Impact assessment of various governance issues and government schemes

S.No	Activities	Time Lines	Penalty/Withholding
1.	Research, Surveys and Impact assessment reports	As per the given timelines of assignment by DPR.	0.05% of Team-D monthly invoice value per day (as applicable) of agreed timeline.
2.	Feedback Assignments	As per the given timelines of assignment by DPR.	0.05% of Team-D monthly invoice value per day (as applicable) of agreed timeline.
3.	Assignments of Research Studies, Survey, data analysis etc. as per the Scope of work or assigned by DPR	As per the given timelines of assignment by DPR or mentioned timelines in the scope of work.	Rs. 1,00,000 per such study/ survey/ data analysis etc. activity for each instance not conducted within the agreed timelines with

	from time to time		Team-D
4.	Report on Success Stories/ Global Best Practices/ Digital Communication Strategy/ Benchmarking Study	As per the given timelines of assignment by DPR.	0.05% of Team-D monthly invoice value per day (as applicable) of agreed timeline.
5	Frequency of the above events/ activities	DPR along with agency will prepare a quarterly plan fixing the frequency of such activities, if the number of events / activities are not met owing to agency sole responsibility, penalty would be imposed	0.05% of Team-D quarterly invoice value per activities/ event not done maximum up to 5 activities/ event per annum
6	Quality of the reports	A competent authority from DPR will assess the quality of the reports, if quality of report is not found satisfactory, penalty would be imposed	0.10% of Team-D quarterly invoice value per report maximum up to 10 reports per annum including daily, weekly, monthly, quarterly, half yearly and yearly report

### 7.3.5 Content Creation Team

S. No	Activities	Time Lines	Penalty/Withholding
1.	Content creation for branding and promotion	As per the given timelines of assignment by DPR.	0.05% of Team-E monthly invoice value per day (as applicable) of agreed timeline.
2.	Editorial content for print, electronic, social and digital Media.	As per the given timelines of assignment by DPR.	0.10% of Team-E monthly invoice value per day (as applicable) of agreed timeline.
3.	Content for attractive creative's/publications	As per the given timelines of assignment by DPR or mentioned timelines in the scope of work.	0.10% of Team-E monthly invoice value per day (as applicable) of agreed timeline.
4.	Translation of Content	As per the given timelines of assignment by DPR.	0.05% of Team-E monthly invoice value per day (as applicable) of agreed timeline.
5	Frequency of the above activities	DPR along with agency will prepare a quarterly plan fixing the frequency of such activities, if the number of events / activities	0.05% of Team-E quarterly invoice value per activities/ event not done maximum up to 5

		are not met owing to agency sole responsibility, penalty would be imposed	activities/ event per annum
6	Quality of the above activities/ event/ deliverables/ reports	A competent authority from DPR will assess the quality of the activities/ event/ deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	0.10% of Team-E quarterly invoice value per activities/ event/ deliverables/ report maximum up to 10 activities/ event/ deliverables/ reports per annum

### 7.3.6 Branding Expert Team

S. No	Activities	Time Lines	Penalty/Withholding
1.	Effective Branding	As per the given timelines of assignment by DPR.	0.10% of Team-F monthly invoice value per day (as applicable) of agreed timeline.
2.	Frequency of the above events/ activities	DPR along with agency will prepare a quarterly plan fixing the frequency of such activities, if the number of events / activities are not met owing to agency sole responsibility, penalty would be imposed	0.05% of Team-F quarterly invoice value per activities/ event not done maximum up to 5 activities/ event per annum
3.	Quality of the above activities/ event/ deliverables/ reports	A competent authority from DPR will assess the quality of the activities/ event/ deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	0.05% of Team-F quarterly invoice value per activities/ event/ deliverables/ report maximum up to 10 activities/ event/ deliverables/ reports per annum

### 7.3.7 Event Expert Team

S. No	Activities	Time Lines	Penalty/Withholding
1.	Planning and organising events	As per the given timelines of assignment by DPR.	0.10% of Team-G monthly invoice value per day (as applicable) of agreed timeline.
2.	Events Management Plan	As per the given timelines of assignment by DPR.	0.05% of Team-G monthly invoice value per day (as applicable) of agreed timeline.

3.	Post-event Reports/ Feedbacks	As per the given timelines of assignment by DPR.	0.05% of Team-G monthly invoice value per day (as applicable) of agreed timeline.
4.	Promotional activities for the event/campaign	As per the given timelines of assignment by DPR.	0.05% of Team-G monthly invoice value per day (as applicable) of agreed timeline.
5	Frequency of the above events/ activities	DPR along with agency will prepare a quarterly plan fixing the frequency of such activities, if the number of events / activities are not met owing to agency sole responsibility, penalty would be imposed	0.05% of Team-G quarterly invoice value per activities/ event not done maximum up to 5 activities/ event per annum
6	Quality of the above activities/ event/ deliverables/ reports	A competent authority from DPR will assess the quality of the activities/ event/ deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	0.05% of Team-G quarterly invoice value per activities/ event/ deliverables/ report maximum up to 10 activities/ event/ deliverables/ reports per annum

**Notes:**

1. Baseline (T) starts from the date of signing the contract between Bidder and DPR. T+15 is considered for 2 years' agreement period. These 15 days are for deployment of teams.
2. The SLA monitoring shall be the responsibility of the successful agency and the SLA compliance report shall be submitted by the successful agency along with the monthly invoices.
3. The Penalty shall be calculated on a Monthly / Quarterly basis as the case may be.
4. Any delay beyond maximum penalty allowed may lead to termination of the contract and encashment of Performance Guarantee at the discretion of DPR.
5. The total amount of penalty shall not exceed 10% of total annual contract value, in such case the agreement is liable to be terminated and the performance guarantee may be forfeited.
6. For administrative delays or any such reason, the timelines can be extended with or without penalties at the discretion of DPR.
7. The penalties and/or withholding amounts will be jointly baseline/ agreed at the start of the engagement and during regular intervals.

## 8. Payment Terms

- a. All payments to the Agency shall be made in INR in accordance with the provisions of this RFP.
- b. The payment will be based on rates finalized for the award of contract to the successful Firm.
- c. The rates quoted in Financial bid are for 24 months, thus the payment to the selected agency would be payable monthly by dividing the total amount in 24 equal monthly installments and as per the actual deployment of the resources in Bhopal and at bidder office.
- d. The payments for the approved pilot projects, will be based on the various proposals submitted as part of the engagement.
- e. Given that nature of the assignment, the bidders are expected to ensure quality of resources and services to be deployed for this assignment and hence the financial proposal should represent the required quality. Therefore, to ensure consistency, any financial proposal which is 30% above or below DPR's internal estimates will be rejected and authority's decision in this regard will be considered final.
- f. Invoices will have to be raised to DPR on monthly basis with the relevant document proofs on first week of start of every month.
- g. The GST would be paid at the prevalent rates on actual.
- h. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document.
- i. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- j. No Interest shall be paid on delayed payments.

## 9. Fraud and Corrupt Practices

- a. The Bidders/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 DPR 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 DPR 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.
- b. Without prejudice to the rights of the DPR under Clause above and the rights and remedies which the DPR may have under the LOI or the Agreement, if an Bidder or Systems Implementation 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 LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the DPR during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the DPR 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.

## 10. Conflict of Interest

- a. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - i. a bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
  - ii. a bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (i) above; or
  - iii. a bidder lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- b. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DPR shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the DPR for, inter alia, the time, cost and effort of the DPR including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the DPR hereunder or otherwise.
- c. The DPR requires that the Implementation Agency provides solutions which at all times hold the DPR’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other DPRs, or that may place it in a position of not being able to carry out the assignment in the best interests of the DPR.

## 11. Period of Contract

Contract will be signed with the successful bidder for a period of two years (24 months). Contract period may be extended by further 12 months on mutual terms & conditions based on performance of the empanelled agency and at the sole discretion of DPR. The engagement may be extended by another 12 months basis the performance and joint agreement between DPR and consultant. Terms and Conditions will remain same as per the RFP, however, a one-time rate increase of 10% in each of the names roles will be permitted.

The period of two years of agreement would start from the 15<sup>th</sup> day of signing of agreement (T+15). These 15 days would be considered as the deployment period to execute the agreement.



## 12. General Terms and Conditions of Tender & Contract

Proposers should read these conditions carefully and comply strictly while sending their bids. The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the DPR and get clarifications.

### Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Madhya Pradesh State.

### Selected Proposer's Responsibilities

The selected agency shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

### Recoveries from selected agency

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with DPR.
- c) The balance, if any, shall be demanded from the selected agency and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

### Taxes & Duties

- a) GST, if applicable, shall be paid by the DPR separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the bid price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer in India, the DPR shall use its best efforts to enable the successful/ selected proposer to benefit from any such tax savings to the maximum allowable extent.

### Copyright

The copyright in all materials containing data and information furnished to the DPR by the selected agency herein shall remain vested with the DPR, or, if they are furnished to the DPR directly or through the selected agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

### Confidential Information

The RFP contains information proprietary to DPR. DPR requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of DPR. DPR will not return the bids/responses to the RFP received. The information provided by the bidder(s) will be held in confidence and will be used for the sole purpose of evaluation of bids.

### Notices

- a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

The Director,  
Directorate of Public Relation  
Government of Madhya Pradesh  
Banganga, Near Roshanpura Square  
Bhopal-462003  
Ph: 0755-4096234

In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- c) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

### Sub-contracting

- a) The proposer shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of DPR. DPR may on its sole discretion may allow sub-contracting of any activities as mentioned in the scope of wok of the RFP.
- b) If permitted for any activities by DPR in writing, the selected proposer shall notify DPR, in writing, of all subcontracts awarded under the Contract.
- c) Subcontracting shall in no event relieve the Selected Proposer from any of its obligations, duties, responsibilities, or liability under the Contract. For all the permitted activities undertaken by the sub-contracting agencies, the responsibility and the liability lies with the selected agency.
- d) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

### Specifications and Standards

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

### Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empaneled agency to pay liquidated damages to the DPR; and

- b) The aggregate liability of the selected proposer to the DPR, whether under the Contract, in offence, or otherwise, shall not exceed the amount specified in the Contract.
- c) The maximum aggregate liability of bidder shall not exceed the annual bill value or average annual bill value in case one year is not completed.

### **Liquidated Damages**

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Client shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Client under the contract and law.

### **Force Majeure**

Notwithstanding the provisions of conditions of contract, the Successful Bidder shall not be 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 the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions during pandemics and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify DPR in writing of such conditions and the cause thereof. Unless otherwise directed by DPR in writing, the Successful 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.

### **Termination**

#### **Termination for Default**

DPR may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the DPR pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that DPR terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay DPR for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

#### **Termination for Insolvency**

DPR may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DPR.

### **Termination for Convenience**

DPR, by 30days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DPR's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by DPR.

### **Settlement of Disputes**

If any dispute of any kind whatsoever arise between DPR and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If still unresolved then the dispute would be resolved as per MP MadhyasthamAdhikaranAdhiniyam, 1983. Arbitration proceedings and the award shall be made in English language. The place of arbitration shall be Bhopal and all legal disputes are subject to the jurisdiction of courts at Bhopal and following are agreed:

- a. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- b. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue this Agreement.

### **Representations and Warranties**

#### **Representations and warranties of the Implementation Agency**

The Implementation Agency represents and warrants to the DPR or its nominated agencies that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of the RFP;
- (e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to DPR's normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the Implementation Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;

- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to DPR or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of DPR or its nominated agencies in connection therewith.

**Representations and warranties of the DPR or its nominated agencies**

DPR or its nominated agencies represent and warrant to the Implementation Agency that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the

outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the DPR or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects;
- (j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) Upon the Implementation Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation Agency, in accordance with this Agreement.

### **Obligations**

#### **Obligations of the Selected Agency**

- (a) It shall provide to the DPR or its nominated agencies, the Deliverables as set out in this RFP.
- (b) It shall perform the Services as set out in this RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- (c) It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.

#### **Obligations of the DPR or its Nominated Agencies**

Without prejudice to any other undertakings or obligations of the DPR or its nominated agencies under this Agreement, the DPR or its nominated agencies shall perform the following:

- (a) To provide any support to the resources of the agency to execute the agreement.;
- (b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) DPR shall provide the data (including in electronic form wherever available) if required for the project execution.
- (d) To authorize the Implementation Agency to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

### **Exit Management**

The Implementation Agency shall provide the DPR or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- ii. plans for the communication with such of the Implementation Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the DPR's operations as a result of undertaking the transfer;
- iii. (if applicable) proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by DPR and identification of specific security tasks necessary at termination;
- iv. Plans for provision of contingent support to DPR, and Replacement Implementation Agency for a reasonable period after transfer.

The Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

Each Exit Management Plan shall be presented by the Implementation Agency to and approved by the DPR or its nominated agencies.

The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.

In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.

Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the DPR or its nominated agencies within 90 days from the Effective Date of this Agreement

**Other conditions**

1. The Successful bidder must establish the office setup at Bhopal within 30 days after the issuance of LOI.
2. The Successful bidder shall bear the expenses regarding delivery of services.
3. The Successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
4. The Successful bidder shall execute the whole work in strict accordance with guidelines of DPR.
5. DPR shall have power to make any alterations in or additions to the original scope of work. The Successful bidder(s) shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to by DPR. Such alterations shall not invalidate the contract, and any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by DPR.
6. Any publicity by the bidder in which the name of the DPR is to be used should be done only with the explicit written permission of the DPR.

**Substitution of Key Personnel**

The DPR will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will only be permitted if the Key Personnel is not available for reasons of any incapacity due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DPR.

## 13. Annexure

### Annexure-1: Pre-Bid Queries format

{To be filled by the bidder in Excel only}

**Name of the Company/Firm:**

**Name of Person(s) Representing the Company/ Firm:**

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

**Company/Firm Contacts:**

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query / Clarification Sought:**

Sr. No	RFP Page No.	RFP Clause No.	Clause Details	Query/ Suggestion/ Clarification

*Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by DPR.*

**Pre-Proposals queries should be sent at the e-mail address ([cprmpgov@gmail.com](mailto:cprmpgov@gmail.com)) mentioned in the RFP.**



**Annexure-2: Covering Letter**

{To be submitted on the letter head of the bidder}

To,  
**The Commissioner**  
**Directorate of Public Relations**  
**Government of Madhya Pradesh**  
**Bhopal**

Dear Sir/Madam,

We, the undersigned, offer RFP for Selection of an Agency for PR Management & Content Creation in accordance with your RFP and our Proposal. "We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the DPR.
- b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- c) Our Proposal is binding upon us and subject to any modifications/ amendments DPR made before the date of submission.
- d) Our Firm /Company do not face any sanction or any pending disciplinary action from any authority against our Firm /Company.
- e) We understand that the DPR is not bound to accept any Proposal that the DPR receives.

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure-3: Checklist for Eligibility / Qualification Criteria Compliance**

S. No.	Eligibility / Qualification Criteria	Documents to be Provided	Compliance (Yes/No)	Reference Document Page Number
1.	<<PQ Criteria 1>>	<<Documents as per PQ Criteria 1>>		
2.	<<PQ Criteria 2>>	<<Documents as per PQ Criteria 2>>		
3.				
4.				
5.				
6.				

**Annexure-4: Technical Compliance - Curriculum Vitae of Key Personnel:**

The prescribed format for the CV is provided below.

1. Position in the Proposed project (describe degree of responsibility also)
2. Name of the Staff
3. Designation
4. Name and address of the firm presently employed, if any
5. Years with the firm
6. Qualifications (Technical and General)
7. Membership in professional bodies
8. Relevant Projects (No. of projects & client)
9. Relevant Experience
  - i. Project Management/ Stated Domain
  - ii. Working with State/ Central Governments
10. Employment record with other firms
11. Any other relevant information as required for RFP proposal

The formats provided shall be signed by the proposed Key Personnel and by an authorized official of the Firm.

We undertake that the professionals as mentioned above shall remain with the assignment till the end of contract. Any change in the above composition of personnel shall not be done without prior permission of DPR.

Name & signature of the authorized signatory

**Annexure-5: Project Details Template**

Project Details (To be filled for each Project)

<b>S.No</b>	<b>Item</b>	<b>Details</b>
1.	Name of the project/ Client	
2.	Nature of Work	
3.	Work Order / Contract No.	
4.	Contract Value (In Lakhs)	
5.	Client Details (with mobile numbers & email address of issuing authorities)	
6.	Name, Title & Address of the Client who can be contacted	
7.	Status of the Project (Running/ Completed/ Closed)	

**Annexure-6: Firm/ Company Information**

Following are the particulars of our organization:

<b>S. No.</b>	<b>Description</b>	<b>Details (To be filled by the bidder)</b>
1	Name of the bidder	
2	Regional official address (in Madhya Pradesh, if any)	
3	Phone No. and email ID	
4	Registered Headquarters Address	
5	Phone No. and email ID	
6	Web Site Address	
7	Details of Firm's Registration (Please enclose copy of the registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	EFP/ESI registration Number	
11	Goods and Service Tax (GST) Registration No.	
12	Permanent Account Number (PAN)	
13	Any other....	

**Note: Separate sheets may be attached wherever necessary**

**Annexure-7: Contact Details of officials for correspondence during bid process:**

<<On letterhead of Company>>

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

**Annexure-8: Financial Bid Format**

{To be submitted by the proposer as per the format available on MP Tenders Portal}

To,  
**The Commissioner**  
**Directorate of Public Relations**  
**Government of Madhya Pradesh**  
**Bhopal**

Date:

Sub: Financial Bid for Selection of an Agency for PR Management &amp; Content Creation

Ref: NIT dated: \_\_\_\_\_

Dear Sir,

We, the undersigned proposer, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

We submit herewith the Financial Bid (fees) for the assignment proposed by DPR:

S. No	Team	Role/Experts	No of Resources	Total Effort in Man-month	Man-month Cost in INR	Total Cost Without GST (in INR)
1	A	Communication Ideation & Strategic Advisory Team	04	04*24		
2	B	Media Consultant– Bhopal, Mumbai & Delhi	03	03*24		
3		Media & Data Analyst	02	02*24		
4		Media Coordinator	06	06*24		
5	C	PR Management Team	18	18*24		
6	D	Research/Survey Expert	02	02*24		
7	E	Content Writer	04	04*24		
8		English to Hindi / Hindi to English Translator	04	04*24		

9		Creative Designer	02	02*24		
10	F	Branding Expert	02	02*24		
11	G	Event Expert	02	02*24		
12	H	IT Expert	01	01*24		
<b>Total Cost</b>						
<b>Total Cost in Words (excluding GST)</b>						

**Terms & Conditions: -**

1. The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.
2. The rates quoted would remain fixed for the entire contract period.
3. NIL Value quoted against any value above shall lead to rejection of bid.
4. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

We agree to all the terms & conditions as mentioned above & in the bidding document and submit that we have not submitted any deviations in this regard.

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: \_\_\_\_\_

Place: \_\_\_\_\_



**Annexure-9: Self-Declaration**

**{To be submitted on the letter head of the bidder}**

To,  
**The Commissioner**  
**Directorate of Public Relations**  
**Government of Madhya Pradesh**  
**Bhopal**

Date:

In response to the RFP dated \_\_\_\_\_ for Selection of an Agency for PR Management & Content Creation, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the DPR;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- e) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- f) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- g) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,  
Authorized Signature {In full and initials with Seal}:  
Name and Title of Signatory:  
Name of Bidder (Firm/ Company's name):  
In the capacity of:  
Address:  
Contact information (phone and e-mail):  
Date & Time: \_\_\_\_\_  
Place: \_\_\_\_\_

**Annexure-10: Performance Bank Guarantee**

<Name>

<Designation>

<Address>

<PhoneNos.>, <FaxNos.>, <emailid>

Whereas, <<nameofthesupplierandaddress>>(hereinaftercalled

“theBidder”)hasundertaken,inpursuanceofcontractno.<InsertContractNo.>dated.<Date>toprovideImpleme  
ntationservicesfor <<nameof theassignment>>toDPR(hereinaftercalled “thebeneficiary”)

AndwhereasithasbeenstipulatedbyinthesaidcontractthattheBiddershallfurnishyouwithabankguaranteebyar  
ecognizedbankforthesumspecifiedthereinassecurityforcompliancewithitsobligationsin  
accordancewiththecontract;

Andwhereaswe,<NameofBank>abankingcompanyincorporatedandhavingitshead/registeredofficeat<Addre  
ssof Registered Office>and having oneof itsofficeat <Addressof LocalOffice>haveagreed  
togivethesuppliersuch a bankguarantee.

Now,therefore,weherebyaffirmthatweareguarantorsandresponsibletoyou,onbehalfofthesupplier,up toa  
totalof **Rs.<InsertValue>(Rupees<InsertValuein Words>only)**andweundertaketopayyou,upon  
yourfirstwritten demanddeclaringthesupliertobein  
defaultunderthecontractandwithoutcavilorargument,anysumorsumswithinthelimitsofRs.<InsertValue>(Ru  
pees<InsertValueinWords>only)asaforesaid,withoutyourneedingtoproveortoshowgroundsorreasonsforyo  
urdemandorthesumspecified therein.

WeherebywaivethenecessityofyourdemandingthesaiddebtfromtheBidderbeforepresentinguswith  
thedemand.

Wefurtheragreethatnochangeoradditiontoorothermodificationofthetermsofthecontracttobeperformedthe  
reunderorofanyofthecontractdocumentswhichmaybemadedbetweenyouandtheBiddershallinanywayrelease  
usfromanyliabilityunderthisguaranteeandweherebywaivenoticeof anysuchchange,additionormodification.  
ThisGuaranteeshallbevalid until<<InsertDate>>)

Notwithstanding anythingcontained herein:

- I. Ourliabilityunderthisbankguaranteeshallnotexceed**Rs.<InsertValue>(Rupees<InsertValue in Words>only).**
- II. Thisbankguaranteeshallbevalid upto<InsertExpiryDate>)
- III. It is conditionof our liabilityforpaymentof  
theguaranteedamountoranypartthereofarisigunderthisbankguaranteethatwereceiveavalidwrittencla  
imordemandforpaymentunderthisbankguaranteeonorbefore<InsertExpiryDate>)failingwhichourliabili  
tyundertheguaranteewillautomaticallycease.

(Authorized Signatory of the Bank)

Seal:

Date:

**Annexure-11: Master Service Agreement**

THIS AGREEMENT (“Agreement”) is made on this the <\*\*\*> day of <\*\*\*> 20... at <\*\*\*>, India.

**BETWEEN**

----- having its office at -----  
 ----- India hereinafter referred to as ‘DPR’ or ‘-----’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns); of the **FIRST PART**;

**AND**

<\*\*\*>, a Company incorporated under the Companies Act, 1956, having its registered office at <\*\*\*> (hereinafter referred to as ‘the Implementation Agency/IA’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns)of the **SECOND PART**.

Eachofthepartiesmentionedabovearecollectivelyreferredtoasthe‘**Parties**’andindividuallyasa‘**Party**’

**WHEREAS:**

1. DPRisdesiroustoimplementtheprojectofe-Governancefor<Insertthetypeofproject>.
2. Infurtheranceofthesame,DPRundertooktheselectionofasuitableImplementationAgencythroughacompetitivebiddingprocessforimplementingtheProjectandinthisbehalfissuedRequestforProposal(RFP) dated<\*\*\*>.
3. ThesuccessfulbidderhasbeenselectedastheImplementationAgencyonthebasisofthebidresponsesetoutasAnnexureofthisAgreement,toundertaketheProjectofthedevelopmentandimplementationofthesolution,itsrolloutandsustainedoperations.

**NOWHEREFORE**,inconsiderationofthemutualcovenants,promises,assurances,representationsandprovisionssetforthherein,thePartiesheretoagreeasfollows:

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Tender referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- 3.

S. No	Document
1	RFP dated <<***>> issued by DPR for <<Name of RFP>> along with Schedules and

	Annexures;
2	All the subsequently issued corrigendum/ addendum
3	Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Successful Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by Purchased on <<date>> to the Successful Bidder.

4. In consideration of the Payments to be made by DPR to Service Provider as per the terms of RFP, Service Provider hereby covenants with DPR to provide the goods and services and to remedy defects therein in conformity in all respects as per the provisions of the RFP Document and subsequent corrigendum.

5. DPR hereby covenants to pay Service Provider in consideration of the provisions of the goods and services and the remedying of defects therein the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year respectively mentioned against their signature.

**Signature on behalf of the <<DPR>>**

( \_\_\_\_\_ )

**Name:**

**Designation:**

**Signature on behalf of <<Successful Bidder>>**

( \_\_\_\_\_ )

**Name:**

**Designation:**

DATE:

WITNESSED BY:

Name

Address

Signature

1.

2.

**Annexure 12: Non- Disclosure Agreement**

**THIS AGREEMENT** is made on the .....**BETWEEN:**

- (1) .....<<name of the department/Corporation/ Agency>>a .....<<type of organization>>having its registered office at ..... (hereinafter referred to as "**Disclosing Party**" which expressions shall unless repugnant to the context include its successors and assigns), and
  
- (2) .....<<name of the Service Provider Agency>> a ..... <<type of organization>>having its registered office at ....., hereinafter referred to as "**Receiving Party**", which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the "**Parties**".

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on dated ..... for .....<<name of the project>>.

**NOW IT IS HEREBY AGREED** as follows:-

**I. Confidential Information**

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to .....<<name of the project>> Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

**II. Not Within Definition**

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- i. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or
- ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

### **III. Obligation of Confidentiality**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- iii. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- iv. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.
- v. To furnish the details including names and phone numbers of persons (Project Manager/ TL/ DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3 days.
- vi. Not to entertain any requests made by the users of the software application to make changes or carry out any action involving reversal from the set process, under any circumstances, which requires accessing the confidential information from the backend, unless a prior written consent is taken from the ACS/ PS/ Secretary, <<Name of Department>> Government of Madhya Pradesh or any other Person specifically authorized in this regard to do so.
- vii. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- viii. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- ix. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- x. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- xi. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

### **IV. Property of the Parties**

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential

Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

**V. Reporting Unauthorized Disclosure or Misuse of Confidential Information**

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

**VI. Losses**

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

**VII. Remedies**

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

**VIII. Notices**

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

**IX. Term & Termination**

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. However if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signature on behalf of the ..... <<name of the department/Corporation/Agency>> (Disclosing Party)

( \_\_\_\_\_ )  
Name:

**Designation:**

**Signature on behalf of** .....<<name of the Service Provider Agency>> **(Receiving Party)**

( \_\_\_\_\_ )

**Name:**

**Designation:**

DATE:

WITNESSED BY:	Name	Address	Signature
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