



**Request for Proposal Document for Selection of  
Media Outreach Support Agency for Meghalaya  
Basin Development Authority (MBDA)**

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**GLOSSARY**

Addendum	As defined in Clause 2.9
Applicable Laws	As defined in the Agreement
Authority	As defined in Clause 1.1.1
Bidders	Parties that submit their Bids in accordance with this RFP and shall include the Members of the Consortium.
Bidding Documents	As defined in Clause 1.1.6
Bid Due Date	As defined in Clause 1.8
Agency/Organization	As defined in Clause 1.1.5
Crore	Ten million (10,000,000)
Lakh	Hundred thousand (100,000)
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by SFAC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or agency/organization, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## **1. INTRODUCTION**

### **1.1 Background**

- 0.0.1 The Meghalaya Basin Development Authority (MBDA), a partner agency with Authority/SFAC, was set up in March, 2012 to devise a programme ensuring the optimal use of natural resources, in turn generating livelihood options. The MBDA has identified that natural resources and river basins provide ideal opportunities for providing multi-livelihoods to people in the rural areas. Not only is the MBDA concerned with poverty alleviation but seeks to achieve it in a sustainable manner.
- 0.0.2 To this end, MBDA launched its flagship scheme “Integrated Basin Development and Livelihood Promotion Programme” (IBDLP), in the year 2012 under the aegis of the Chief Minister of Meghalaya. The programme aims at promoting optimal and effective development and utilization of the State’s natural resources for ensuring livelihood security and inclusive growth within the broad framework of sustainable development. An enabling framework in which all stakeholders – Government, civil society, private sector and citizens are supposed to collaborate and work together to achieve the shared goals and common objectives.
- 0.0.3 MBDA for IBDLP and IBDLP supported various other Government of Meghalaya initiatives seeks to contract an agency /organization for support with outreach to national and major regional media, and other associated activities.
- 0.0.4 The contracted partner would support MBDA in projecting the state of Meghalaya nationally as an investment destination and as a vibrant hub for innovations in sustainable development the environmental, green technology and governance reforms.
- 0.0.5 In pursuance of the above, Authority/SFAC wishes to utilize the medium of communications (print and electronic) to disseminate these advocacies to all areas of the country. The SFAC, therefore, invites proposals from interested reputed Agencies, on behalf of MBDA, to provide Media Outreach Support to MBDA. The Agencies are invited to submit their proposals containing technical and financial bids.
- 0.0.6 This Request for Proposal (RFP) is being issued to request techno-commercial bids from interested and eligible professional organizations (“PR Agency”) for Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA) across different states and Union Territories (UTs) in India for a period of 12 months, to be extended by one more year based on satisfactory performance indicators. The scope of work for agency/organization, hereinafter referred to as the (“Project”), has been indicated at Schedule -1. The contracted partner would lead/ support the following functions under the guidance and supervision of the nodal authorities within MBDA.
- i. Ensure coverage in national print media for IBDLP and other notable initiatives of the Government of Meghalaya with content of such coverage to focus on the following:
- Interviews with the Hon’ble Chief Minister, GoM
  - Case studies of communities where said initiatives are active
  - Human interest stories associated with these development initiatives
  - Press release for events and significant state development projects
  - Dissemination of information on recognition/ awards for the initiatives

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(The agency/organizations are not expected to travel to the State for this work. However, in exceptional circumstances if travel is warranted, then it should be with prior approval of Authority for which Authority will bear cost of economy class travel on actuals and arrange local transport and stay. In addition per diem as admissible to Category I staff of MBDA would be paid).

The coverage would be monitored by MBDA nodal authorities, and the contracted partner would be expected to emphasize coverage by high priority news media. Priority categories of news media are indicated below:

➤ **Tier I News Media**

- TV: NDTV 24X7, IBN Live, India Today, Times Now, CNBC, TV 18, NDTV Profit
- Newspapers: Times of India, Indian Express, Economic Times, The Hindu, Business Standard, Live Mint, Telegraph, Hindustan Times
- Magazines/ Periodicals: India Today, Outlook, The Week, Open

➤ **Tier II News Media**

- TV: Hindi: Aaj Tak, Zee News
- Magazines/ Periodicals: Down to Earth, Business Today, Governance Now,
- Other key English newspapers of national and regional importance
- Hindi News Media: Dainik Bhaskar, Dainik Jagran, Punjab Kesari

- ii. The contracted partner would lead event management and support coordination for key events to be held by representatives of the Government of Meghalaya at the Meghalaya House and other locations in Delhi

Approximately 100- 125 guests are expected to be hosted at these events, with the contracted partner specifically responsible for the following:

- Event management (event planning and coordination, invitations, venue and décor, food/ hospitality)
- Press invitation/ press releases/ documentation/ media coverage
- IEC materials
- Give-aways

- iii. The contracted partner would develop communications material in consultation with nodal authorities of MBDA, particularly to support the Delhi RC office and for media and public outreach in Delhi. The scope of these materials on an indicative basis would be as follows:

- A consistently updated, comprehensive power point presentation on the state of Meghalaya, its development initiative and governance innovations, and notable features of the state
- 2-3 printed communication material that are primarily visual / photograph-heavy and which may be in the form of flyers or other formats as decided by the contracted partner and approved by Authority.
- The communication material is expected to effectively showcase the following aspects of Meghalaya
- Innovative development initiative

- Hub for environment focused initiative, sustainable development, green initiative/ green technology/ green economy
- An emerging high potential destination within the country for eco tourism, culinary/ cultural tourism, health and holistic wellness initiatives/ tourism

1.1.7 SFAC shall receive Bids and other supporting documents pursuant to this RFP in accordance with the terms set forth in this RFP as modified, altered, amended and clarified from time to time by SFAC (collectively the “**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.8 for submission of Bids (the “**Bid Due Date**”).

## **1.2 Request for Proposal**

SFAC invites proposals from interested firms (the “**Proposals**”) for selection of an agency/organization who shall assist Authority in organizing and managing the events and support coordination for key events to be held by representatives of the Government of Meghalaya at the Meghalaya House and other locations in Delhi. SFAC intends to select the Agency/Organization through an open competitive bidding in accordance with the procedure set out herein.

## **1.3 Due diligence by Applicant**

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal.

## **1.4 Issue of RFP Document**

RFP document can be downloaded from the website [www.sfacindia.com](http://www.sfacindia.com) & Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/eprocure/app> .

## **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

## **1.6 Brief description of the Selection Process**

SFAC has adopted a single stage electronic selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. A Technical Evaluation Committee appointed by the Authority/SFAC shall review all the technical proposal submitted on the e-portal and seek presentations from the bidders. Based on the scoring scheme described in section 3.1.2 of this RFP, the technical scores shall be finalized. As per the evaluation mechanism presented in section 3.1, all those bidders scoring above the minimum threshold shall be called for financial bid opening. Technical scores shall be announced and the financial bids shall be opened thereafter. Financial bids shall be evaluated as per the methodology presented in section 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant (the “**Selected Applicant**”) shall be called for signing of the contract.

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**1.7 Payment to Agency/ Organization**

All payments to the Agency/Organization shall be made in INR in accordance with the provisions of this RFP. The Agency/Organization may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency/Organization. The fee shall be quoted in INR only.

**1.8 Schedule of Selection Process**

SFAC would endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
1. Date of Publication of RFP	<b>14.10.2015 at 1500 hrs</b>
2. Last date for receiving queries / clarifications	<b>20.10.2015</b>
3. Authority/ SFAC response to queries	<b>24.10.2015</b>
4. Proposal Due Date ( PDD)	<b>28.10.2015 at 1500 hrs</b>
5. Opening of Proposals	<b>On Proposal Due Date at 1530 hrs</b>
6. Letter of Award (LOA)	<b>Within 7 days of opening of Financial proposal</b>
7. Signing of Agreement	<b>Within 7 Days of LOA</b>
8. Validity of Applications	<b>90 days of Proposal Due Date</b>

**1.11 Communications**

1.11.1 All communications including the submission of Proposal should be addressed through the electronic portal to the extent possible.

1.11.2 The email or fax communication, if any, should contain the following information, to be marked at the top in bold letters:

**SELECTION OF MEDIA OUTREACH SUPPORT AGENCY FOR MEGHALAYA  
BASIN DEVELOPMENT AUTHORITY (MBDA)**

1.11.3 The official website for the project shall be [www.sfacindia.com](http://www.sfacindia.com)

## **2. INSTRUCTIONS TO AGENCY/ORGANIZATION**

### **A. GENERAL**

#### **2.1 Scope of Proposal**

2.1.1 Detailed description of the objectives, scope of work, and other requirements relating to this Project are specified in this RFP in Schedule -1 of this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant means the Sole Firm or the Lead Member, as the case may be (the “**Applicant**”). The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The number of members in the Consortium shall be restricted to a maximum of two members.

2.1.2 Agency/Organization is advised that the selection of Agency/Organization shall be on the basis of an evaluation by the SFAC through the Selection Process specified in this RFP. Agency/Organization shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that SFAC’s decisions are without any right of appeal whatsoever.

2.1.3 SFAC will evaluate only those bids that are received in the required formats and complete in all respects, and submitted online on the stated electronic portal. Incomplete and /or conditional Bids shall be liable to rejection.

#### **2.2 Conflict of Interest**

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Applicant shall forfeit the Bid Security paid in accordance with Clause 2.17 of this RFP, to be appropriated by SFAC as mutually agreed genuine pre-estimated compensation and damages payable to the SFAC for, *inter alia*, the time, cost and effort of SFAC including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the SFAC hereunder or otherwise.

#### **2.3 Number of Proposals**

No Applicant or its Associate shall submit more than one Application. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **2.4 Cost of Proposal**

The Agency/Organization shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the SFAC, Project site etc. SFAC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.5 Acknowledgement by Applicant**

2.5.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from the Authority/SFAC;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority/SFAC;
- (d) Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.5.2 SFAC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority/SFAC.

## **2.6 Right to reject any or all Proposals**

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

2.6.2 Without prejudice to the generality of Clause 2.6.1, SFAC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by SFAC, the supplemental information sought by SFAC for evaluation of the Proposal.

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

**B. DOCUMENTS**

**2.7 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

**Request for Proposal**

- 1 Introduction
- 2 Instructions to Agency/Organization
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Miscellaneous

**Schedules**

- 1 **Scope of Work**
- 2 **Appendices**

**Appendix – I: Technical Proposal**

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Eligible Assignments of Applicant
- Form 7 : Tender Acceptance Letter

**Appendix – II: Financial Proposal**

- Form 1 : Financial Proposal

**2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFP may notify SFAC in writing or by fax and e-mail in accordance with Clause 1.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.8. SFAC shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Proposal Due Date. SFAC will post the reply to all such queries on the Official Website / CPP Portal.
- 2.8.2 SFAC shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, SFAC reserves the right not to respond to any question or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring SFAC to respond to any question or to provide any clarification.
- 2.8.3 SFAC may also on its own motion, if deemed necessary, issue interpretations and

clarifications to all Bidders. All clarifications and interpretations issued by the SFAC shall be deemed to be part of the RFP. Verbal clarifications and information given by the SFAC or its employees or representatives shall not in any way or manner be binding on SFAC.

## **2.9 Amendment of RFP**

- 2.9.1 At any time prior to the deadline for submission of Proposal, the Authority/SFAC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum / Corrigendum.
- 2.9.2 The amendment will be notified through a consolidated Corrigendum/Addendum on CPP Portal and this will be binding on all the bidders.
- 2.9.3 In order to afford the Bidders reasonable time for taking an Addendum / Corrigendum into account, or for any other reason, the Authority/SFAC may, at its own discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.10 Language**

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

### **2.11 Format and signing of Proposal**

- 2.11.1 The Applicant shall provide all the information sought under this RFP. SFAC will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.11.2 The bid prepared by the Applicant shall comprise of (a) technical bid and (b) financial bid. The technical proposal should comprise of the following documents:
- i. Scanned copy of EMD - Bid Security furnished in accordance with clause 2.17
  - ii. Scanned copy of detailed technical proposal - documentary evidence established in accordance with clause 2.12
  - iii. Scanned copy of Tender Acceptance Letter (Refer Form 7 of Appendix –I)
  - iv. Scanned copy of Tender fee (non refundable) of INR 1,000 in the form of Demand Draft
  - v. Scanned copies of documents in the form prescribed in Appendix-I

The Financial proposal should contain total cost completed in accordance with clauses 2.14 and BOQ (Bill of Quantity) as per the format at Form - 1 of Appendix-2. Price Bid should be prepared only in Excel sheet for BoQ provided along with this tender.

2.11.3 The Proposal shall be signed by the authorized signatory of the Applicant who shall initial each page. The Proposals must be properly signed as detailed below:

- i. By the proprietor in case of proprietary firm;
- ii. By the partner holding the Power of Attorney prescribed in Form 4 of Appendix -I of this RFP, in case of a partnership firm;
- iii. By a duly authorised person (the “**Authorised Representative**”) holding the Power of Attorney prescribed in Form 4 of this RFP, in case of a Limited Company or a corporation; or
- iv. By the Authorised Representative of the Lead Member, in case of consortium in the prescribed form in Form 4 of this RFP.

A scanned copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.11.4 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Bidders are reminded that no supplementary material will be entertained by the Authority/SFAC, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date.

## **2.12 Technical and Financial Proposal**

2.12.1 The Technical Proposal should be submitted in the format at Appendix-1 (the “**Technical Proposal**”).

2.12.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) Appropriate credentials have been provided
- (b) The Technical Proposal must not include any financial information
- (c) It does not contain any condition or qualification; and

2.12.3 SFAC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by SFAC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of SFAC thereunder.

2.12.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made

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material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency/ Organization either by issue of the LOA or entering into of the Agreement and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by SFAC without SFAC being liable in any manner whatsoever to the Selected Applicant or Agency/ Organization, as the case may be.

In such an event, the Applicant shall forfeit the Bid Security, to be appropriated by SFAC as mutually agreed pre-estimated compensation and damages payable to SFAC for, *inter alia*, time, cost and effort of SFAC, without prejudice to any other right or remedy that may be available to SFAC.

- 2.12.5 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the organizing and managing the event, media coverage and support coordination for key events to be held by representatives of the Government of Meghalaya at the Meghalaya House and other locations in Delhi shall be included in the Financial Proposal.
  - (ii) For financial evaluation, total cost without service taxes of financial proposal shall be considered.
  - (iii) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, in the field, office etc, accommodation, local transportation, equipment, printing of documents etc
  - (iv) Costs shall be expressed in INR.

## **2.13 Submission of Proposal**

### **2.13.1 Submission of Proposal**

The Applicant shall submit their bids only on Central Public Procurement Portal (on-line). Detailed instructions to bidders for on-line bid submission are given below:

#### **Instructions to Bidders for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The Applicant is required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicant in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **Registration**

1. Applicant are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
2. As part of the enrolment process, the Applicant will be required to choose a unique username and assign a password for their accounts.
3. Applicant are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the Applicant will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a Applicant. Please note that the Applicant are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Applicant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **Searching for Tender Documents**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **Preparation of Bids**

1. Applicant should take into account any corrigendum/addendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Applicant, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Applicant can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **Submission of Bids**

1. Applicant should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Applicant will be responsible for any delay due to other issues.
2. The Applicant has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Applicant has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Applicant should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. If the prices bid has been given as a standard BoQ format with the tender document, then the same is downloaded and to be filled by all the Bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the Applicant should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Applicant, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Applicant, opening of bids etc. The Applicant should follow this time during bid submission.
7. All the documents being submitted by the Applicant would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

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viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **2.14 Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority/SFAC for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

#### **2.15 Proposal Due Date**

- 2.15.1 Proposal should be submitted before 1500 hrs on the Proposal Due Date on c-pp portal (online).
- 2.15.2 The Authority/SFAC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.

#### **2.16 Modification/ substitution/ withdrawal of Proposals**

Bidders may note that the system allows the bidder to modify / withdraw his / her bid at any time before the close of the deadline for submission. This action does not require any written approval in the system.

#### **2.17 Bid Security**

The Applicant shall towards securing compliance with the terms of this RFP, furnish along with its technical proposal, bid security (“**Bid Security**”) by way of Bank Guarantee or FDR issued by a scheduled commercial bank in India, of a value equivalent to Rs. 5 lakh [Rupees Five lakh] having validity until expiry of 150 days from PDD. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to SFAC’s any other right or remedy hereunder or in law or otherwise, the Bid Security or Performance Security (furnished under Contract Agreement), as the case may be, shall be forfeited by the Applicant and appropriated by SFAC as the mutually agreed pre-estimated compensation and damage payable to SFAC

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for, *inter alia*, the time, cost and effort of SFAC in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
- b) If the Applicant submits conditional bid or the bid is not responsive to terms of this RFP
- c) If the Applicant, if awarded project in terms hereof, does not execute the Contract Agreement or does not fulfill one or more conditions as set out under the terms of the LOA.
- d) Fails to sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 days of receipt thereof
- e) If the Applicant is found to have a Conflict of Interest; and
- f) If the selected Applicant commits a breach of the Agreement.

#### **D. Minimum Eligibility**

##### **2.18 Minimum Eligibility Criteria**

**2.18.1 Minimum Technical Capability:** Preliminary scrutiny will be made to determine whether the bid is complete, as per the procedure outlined in this RFP, whether the documents have been properly signed, and whether the bids are generally in order. The technical pre-requisites for reaching the stage of presentation are:

- a) The firm/company must be registered in India with office in Delhi and engaged in PR, Communication and Publishing related activities for at least 3 years of relevant experience with evidence in form of work order etc)
- b) The firm/company must have experience of working with Central/ State Govt./ Universities/ Authority.
- c) Since working in the north east states needs a specific kind of understanding, the firm/company must have an experience of working with at least one of the 7 sister States, for at least 2 years. Experience of working with MBDA will be an added advantage.

##### **2.18.2 Minimum Financial Capability**

- a) The firm/company must have annual turnover of Rs. 2.00 crores during the last two financial years from communication related activities.

#### **E. EVALUATION PROCESS**

##### **2.19 Evaluation of Proposals**

- 2.19.1 **SFAC shall open the Proposals at 1530 HRS on the PDD**, at the place specified in Clause 1.11.1 and in the presence of the Agency/Organization who choose to attend. The folders marked “**Technical Proposal**” shall be opened first. The folders marked “**Financial Proposal**” shall be opening at ka later date for Agency/Organization whose technical proposal is determined to be responsive and are pre-qualified and shortlisted in

accordance with terms hereof.

- 2.19.2 Prior to evaluation of Proposals, SFAC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) The Technical Proposal is submitted in the form specified at Appendix-I;
  - (b) It is submitted by the PDD including any extension thereof;
  - (c) It is accompanied by the Power of Attorney as specified in this RFP in Form 4;
  - (d) It contains all the information (complete in all respects) as requested in the RFP;
  - (e) It does not contain any condition or qualification; and
  - (f) It is not non-responsive in terms hereof.
  - (g) It is accompanied by the Bid Security or /and tender fee in terms of this RFP.
- 2.19.3 SFAC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority/SFAC in respect of such Proposals.
- 2.19.4 SFAC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in Section 3 of this RFP.
- 2.19.5 After the technical evaluation, SFAC shall prepare a list of pre-qualified Agency/Organization in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Agency/Organization along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Agency/Organization who choose to be present. SFAC will not entertain any query or clarification from the Agency/Organization who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.19.6 Bidders are advised that Selection shall be entirely at the discretion of SFAC. Agency/Organization shall be deemed to have understood and agreed that SFAC shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.7 Any information contained in the Proposal shall not in any way be construed as binding on SFAC, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

## **2.20 Confidentiality**

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

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may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or SFAC or as may be required by law or in connection with any legal process.

**2.21 Clarifications**

2.21.1 To facilitate evaluation of Proposals, SFAC may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by SFAC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, SFAC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of SFAC.

**F. APPOINTMENT OF SELECTED APPLICANT**

**2.22 Award of Project**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by SFAC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, SFAC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

**2.23 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

**3. CRITERIA FOR EVALUATION**

**3.1 Evaluation of Technical Proposals**

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of scope, proposed methodology, and work plan. Only those Applicant whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score.

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

S.N	Criteria	Max Marks	Evaluation Details
1	Experience of dealing with Central and State Govts. in India plus Experience of handling PR for GOI/State governments/department	30	While awarding marks for the number of Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score
2	Experience of working in the 7 sister states	20	
3	Suitability of the key personnel for the assignment (Qualification & Experience)	10	
4	Communication capability of the firm	10	
5	Methodology, work plan, innovative capability & execution	30	Evaluation on the basis of written submission and presentation.
	<b>Total</b>	<b>100</b>	

### 3.2 Evaluation of Financial Proposal

3.2.1 In the Financial Proposal, Applicant is required to quote the amount in lieu of Media Outreach Support Agency for MBDA in the manner and in such form prescribed in Appendix-II of this RFP (Refer Form 1 of Appendix-II). While evaluating the financial proposal, weightage will be considered under the following heads as per the table given below:

S.No.	Heads	Weightage
1	Monthly Fee for Retainership	40%
2	Fee for Media Coverage per news item	30%
3	Fee for Event Management per event basis	30%
<b>Total</b>		<b>100%</b>

The weightage average of all the component will be considered for evaluation e Financial Proposal will be considered.

### 3.3 Combined and Final Evaluation

3.3.1 Proposals will finally be ranked according to their combined technical ( $T_b$ ) and financial ( $C_b$ ) scores as follows:

$$B_b = (0.7) * T_b + (0.3) * (C_{min} / C_b * 100)$$

Where,

$B_b$  = overall combined score of bidder under consideration (calculated up to two decimal points)

$T_b$  = Technical score of the bidder under consideration

$C_b$  = Weightage average financial bid value of the bidder under consideration

$C_{min}$  = Lowest Weightage average financial bid value among the financial proposals under consideration

3.3.2 The Selected Applicant shall be the Applicant having the highest combined score.

## 4. FRAUD AND CORRUPT PRACTICES

4.1 The Agency/ Organization 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, SFAC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, SFAC shall, without prejudice to its any other rights or remedies, appropriate the Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to SFAC for, *inter alia*, time, cost and effort of SFAC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

4.2 Without prejudice to the rights of SFAC under Clause 4.1 hereinabove and the rights and remedies which SFAC may have under the LOA or the Agreement, if an Applicant, as the case may be, is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by SFAC during a period of 2 (two) years from the date such Applicant, as the case may be, is found by SFAC 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.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or

employing or engaging in any manner whatsoever, directly or indirectly, any official of SFAC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SFAC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by SFAC/Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Agency/Organization with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 SFAC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Applicant in order to receive clarification or further information;
  - (c) Retain any information and/or evidence submitted to SFAC by, on behalf of and/or in relation to any Applicant; and/or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by SFAC or submitted by an Applicant shall

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remain or become, as the case may be, the property of the SFAC/Authority. SFAC will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

- 5.5 The selected Bidder shall share a draft contract with SFAC which shall include terms including liquidated damages for lack / poor performance during the contract period. The liquidated damage shall be restricted to 10% of the contract fee over the period of contract.

# Schedules



SCHEDULE – 1

***Scope of Work***

The contracted partner would lead/ support the following functions under the guidance and supervision of the nodal authorities within MBDA.

1. Ensure coverage in national print media for IBDLP and other notable initiatives of the Government of Meghalaya with content of such coverage to focus on the following:
  - Interviews with the Hon'ble Chief Minister, GoM
  - Case studies of communities where said initiatives are active
  - Human interest stories associated with these development initiatives
  - Press release for events and significant state development projects
  - Dissemination of information on recognition/ awards for the initiatives

(The consultant is not expected to travel to the State for this work. However, in exceptional circumstances if travel is warranted, then it should be with prior approval of Authority for which Authority will bear cost of economy class travel on actual and arrange local transport and stay. In addition per diem as admissible to Category I staff of MBDA would be paid)

The coverage would be monitored by MBDA nodal authorities, and the contracted partner would be expected to emphasize coverage by high priority news media; priority categories of news media are initiated below:

➤ **Tier I News Media**

- TV: NDTV 24X7, IBN Live, India Today, Times Now, CNBC, TV 18, NDTV Profit
- Newspapers: Times of India, Indian Express, Economic Times, The Hindu, Business Standard, Live Mint, Telegraph, Hindustan Times
- Magazines/ Periodicals: India Today, Outlook, The Week, Open

➤ **Tier II News Media**

- TV: Hindi: Aaj Tak, Zee News
- Magazines/ Periodicals: Down to Earth, Business Today, Governance Now,
- Other key English newspapers of national and regional importance
- Hindi News Media: Dainik Bhaskar, Dainik Jagran, Punjab Kesari

2. The contracted partner would lead event management and support coordination for key events to be held by representatives of the Government of Meghalaya at the Meghalaya House and other locations in Delhi

Approximately 100- 125 guests are expected to be hosted at these events, with the contracted partner specifically responsible for the following:

- Event management (event planning and coordinations, invitations, venue and décor, food/ hospitality)
- Press invitation/ press releases/ documentation/ media coverage
- IEC materials

➤ Give-aways

3. The contracted partner would develop communications material in consultation with nodal authorities of MBDA, particularly to support the Delhi RC office and for media and public outreach in Delhi. The scope of these materials on an indicative basis would be as follows:

- A consistently updated, comprehensive power point presentation on the state of Meghalaya, its development initiative and governance innovations, and notable features of the state
- 2-3 printed communication material that are primarily visual / photograph- heavy and which may be in the form of flyers or other formats as decided by the contracted partner and approved by Authority.
- The communication material are expected to effectively showcase the following aspects of Meghalaya
  - Innovative development initiative
  - Hub for environment focused initiative, sustainable development, green initiative/ green technology/ green economy
  - An emerging high potential destination within the country for eco tourism, culinary/ cultural tourism, health and holistic wellness initiatives/ tourism

## **Appendices**

APPENDIX-I  
**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

[ ]

**Sub: Selection of Agency/Organization of Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA).**

Dear Sir,

1. With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Agency/Organization (the "Agency/Organization") of Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA) . The proposal is unconditional and unqualified.
2. I/We acknowledge that SFAC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency/ Organization, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency/Organization for the aforesaid Project.
4. I/We shall make available to SFAC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of SFAC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award

against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SFAC;
  - (b) I/We do not have any conflict of as per the provisions of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SFAC or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency/Organization, without incurring any liability to the Agency/Organization in accordance with the terms of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as an Agency/Organization.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SFAC [and/ or the Government of India] in connection with the selection of Agency/Organization or in connection with the Selection Process itself in respect of the above mentioned Project.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Agency/Organization, I/we agree to enter into an Agreement.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SFAC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project.
19. The Financial Proposal is being submitted in a separate folder. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

**Particulars of the Applicant**

1. General Information
  - a) Name:
  - b) Country of incorporation:
  - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
  - d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the {Company/Firm} including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for SFAC:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*
1		
2		
3		

\* The role of each Member, as may be determined by the Bidder, should be indicated.

APPENDIX-I

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

[     ]

Dear Sir,

**Sub: Appointment of Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA).**

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, Constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that ..... (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of .....

APPENDIX-I

Form-4

**Power of Attorney for Signing of Bid**

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_/ Ms \_\_\_\_\_(Name), son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Appointment of Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA) (“Project”) proposed or being developed by the SFAC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the SFAC, representing us in all matters before SFAC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with SFAC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with SFAC or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 20\*\*.

For  
(Signature)

Witnesses:  
(Name, Title and Address)

1. \_\_\_\_\_ 2. \_\_\_\_\_

Accepted  
.....  
(Signature & Name, Title and Address of the Attorney)

**Power of Attorney for Lead Member of Consortium**

Whereas the SFAC has invited bids for Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA) (“the Project”).

Whereas, \_\_\_\_\_, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_, having our registered office at \_ \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_,[the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with SFAC, and/ or any other authorized agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the SFAC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20\*\*.

For \_\_\_\_\_

(signature)  
(Name & Title)

Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA)

For \_\_\_\_\_

(signature)  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

(Executants)  
(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

- 1.
- 2.

**Notes for power of Attorney**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution.*

APPENDIX-I

Form-5

**Financial Capacity of the Applicant**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (INR in million)£</b>
1.		
2.		
3.		

**Certificate from the Statutory Auditors**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of delivery of professional services.

(Signature, name and designation of the authorised signatory) Date:

Name and seal of the audit firm:

- § In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
- £ In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

APPENDIX-I  
Form-6  
**Eligible Assignments of Applicant**

Name of Applicant:	
Name of the Project:	
Project particulars:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant as professional fees (in Rs. crore)ε:	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Eligible Assignment.
  2. Exchange rate should be taken as Rs. 60 per US \$ for converting to INR.
- ε In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I

Form-7

**Tender Acceptance Letter**

(To be given on Company Letter Head)

Date

To,

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX-II

**FINANCIAL PROPOSAL**

Form-1

**Tender Inviting Authority:** SFAC

**Name of Work:** Request for Proposal Document for Selection of Media Outreach Support Agency for Meghalaya Basin Development Authority (MBDA).

**Contract No:** SFAC/8-32/PR/2015(MA)

<b>Bidder Name :</b>			
<b>PRICE SCHEDULE</b>			
<p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</p>			
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Total Amount in Figures To be entered by the Bidder</b>	<b>TOTAL AMOUNT In Words without Service Tax</b>
1	2	13	55
1	Monthly Fee for Retainership		
2	Fee for Media Coverage per news item		
3	Fee for Event Management per event basis		
<b>Total in Figures</b>			
<b>Quoted Rate in Words</b>			