



**Request for Proposal
For Selection of
Public Relations (PR) Firm
For**

MADHYA PRADESH MADHYAM

(A Govt. of M.P. Undertaking - Under the Department of Public Relations,
Government of Madhya Pradesh-Bhopal)

Address : 40, Administrative Zone, Arera Hills, Bhopal (M.P.) -
462011

Telephone No. : 0755-2551330, 4281330

Earnest Money Deposit (EMD)	: Rs. 10 Lacs
RFP Start Date	: 15.05.2015, 12.00 Hrs.
RFP End Date	: 25.05.2015, 17.30 Hrs.
RFP Submission End Date	: 26.05.2015, 15.00 Hrs.
Mandatory Submission (Envelope A) Open Date	: 26.05.2015, 15.30 Hrs.

EMD should be submitted only online.

For any queries please contact eproc helpdesk number : 18002588684,
email id : eproc_helpdesk@mpsdc.gov.in

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Commissioner, Public Relations or any of its employees or advisers, is provided to Applicants 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 or an offer by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be 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 Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, its employees and advisers make no representation or warranty and shall

have no liability to any person including any Applicant 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, reliability or completeness 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 in this Selection Process.

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Managing Director, Madhya Pradesh Madhyam is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Managing Director, Madhya Pradesh Madhyam reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. Introduction

1.1. Background

The Government of Madhya Pradesh, during the last decade, has played a proactive role in initiating and implementing multiple people centric welfare schemes and social programs. In addition to it, the government also undertakes various activities to promote Madhya Pradesh as an investor-friendly destination and an attractive tourist retreat. These initiatives have received acclaim nationally and internationally and have brought laurels to the government.

1.1.1. The Managing Director, Madhya Pradesh Madhyam and its parent Department of Public Relations plays a significant role in communicating activities and schemes of the State Government to all the sections of the society. It acts as a communication bridge between the government and people through effectively transmitting information of government's welfare schemes and programmes and acquainting the beneficiaries about it. In the process, it also collects common man's feedback and processes the same to the government. To facilitate propagating and broadcasting the work, the department also uses the official website www.mpinfo.org for its press releases, special articles and photographs that are emailed to electronic and print media, as soon as an event is covered.

1.1.2. The advent and reach of Information Technology has changed the way people communicate. In the age of numerous 24-hour news channels, internet, and vibrant social media, the Commissioner, Public Relations or Madhya Pradesh Madhyam requires a strong public image management organization in order to effectively propagate and publicize the initiatives and achievements of the Government of Madhya Pradesh through national and international media.

1.1.3. In pursuance of the above, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam has decided to seek the services of a qualified PR firm for shaping media highlights on various public initiatives of Madhya Pradesh Government, nationally as well as internationally, (collectively the "Consultancy"). The Terms of Reference (the "TOR") and the scope of the Consultancy for this assignment are specified below.

- 1.1.4.** With a view to inviting proposals for the purpose, the Managing Director, Madhya Pradesh Madhyam intend to select the PR firm through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the work contract to be entered into between the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Firm in accordance with the Terms of Reference specified at Schedule-I (the "TOR").
- 1.1.5.** The firm shall assist the Commissioner, Public Relations in conceptualizing, structuring, designing and implementing tasks in accordance with the TOR.
- 1.1.6.** The firm shall be responsible for preparing the relevant documents of the Project referred to in this TOR (the "Documents").
- 1.1.7.** The Firm shall also participate in all the relevant meetings to assist the Commissioner, Public Relations in evolution and drafting of the Documents.
- 1.1.8.** The Firm shall make available the Key Personnel and other Experts in accordance with the TOR.
- 1.2. Request for Proposal**
- The Managing Director, Madhya Pradesh Madhyam invites proposals from interested firms (the "Proposals") for selection of a PR Firm (the "Firm").
- The Managing Director, Madhya Pradesh Madhyam intends to select the firm through an open competitive bidding process in accordance with the procedure set out herein.
- 1.3. Due diligence by Applicants**
- Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Project site, sending written queries to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.
- 1.4. Availability of RFP Document**
- The RFP document can be downloaded free of cost from the Website: www.mpeproc.gov.in and the Applicant has to pay only processing fees. It can be viewed and read free of cost from our Website www.mpmadhyam.in and www.mpinfo.org
- 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

The Managing Director, Madhya Pradesh Madhyam has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial proposals to be submitted online. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") shall be issued the Letter of Award (LOA) and subsequently signing the contract within One Month of issue of LOA.

1.7. Currency conversion rate and payment

- 1.7.1. For the purposes of technical evaluation of Applicants, [Rs. 60 (Rupees sixty)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.**
- 1.7.2. All payments to the Firm shall be made in INR in accordance with the provisions of this RFP. The Firm may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Firm.**

1.8. Schedule of Selection Process

The Managing Director, Madhya Pradesh Madhyam would endeavour to adhere to the following schedule :-

	Description	Date
1	RFP documents	Free of Cost
2	EMD (Earnest Money Deposit)	Rs. 10 Lacs
3	RFP Start Date	15.05.2015, 12.00 hrs.
4	RFP End Date	25.05.2015, 17.30 hrs.
5	RFP submission End Date	26.05.2015, 15.00 hrs.
6	Mandatory Submission (Envelope A) Open Date	26.05.2015, 15.30 hrs.

EMD should be submitted only online.

1.9 Pre-Proposal visit and inspection of data

Perspective applicants may visit the office of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below :-

Contact	Mr. Anil Mathur Director, Public Relations - Madhya Pradesh, Bhopal Mobile : +919827061071, Phone : +91755-2764705
	Mr. K.K. Tiwari General Manager (Project) Madhya Pradesh Madhyam 40, Administrative Zone, Arera Hills, Bhopal (M.P.)-462011 Mobile : +919425625751 Phone : +91755-2551330, +91755-4281330
Address for Communication	Madhya Pradesh Madhyam, 40 Administrative Zone, Arera Hills, Bhopal-462011 Madhya Pradesh-India

1.10 e-Tendering Training & Procedure

Applicants who wish to learn about e-tendering procedure can visit to TCS office at Vth Floor, Corporate Block DB Mall, Bhopal.

Contact Helpdesk - 18002588684

1.11 Communications

1.11.1. All communications should be addressed to:

Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills,

Bhopal (M.P.) 462011

Ph. : +91755-2551330, 4281330

1.11.2. The Official Website of the Commissioner Public Relations is www.mpinfo.org and website of the Managing Director, Madhya Pradesh Madhyam is www.mpmadhyam.in

2. Instructions to applicants

2.1. Key personnel

2.1.1. The firm's team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Chief Media Coordinator - One personnel (Based at Bhopal)	<p>The Chief Media Coordinator shall be in charge of the team.</p> <p>He shall be responsible for supervising the development of PR strategy and would be prime contact for media relations. He will work to manage media relations and supervise the development of the budget requirements and program implementation.</p> <p>He shall review and edit knowledge products and handle crisis communications efforts.</p>
Sr. Media Coordinator - One personnel (Based at Delhi)	<p>He shall be responsible for the development of PR strategy and would be prime contact for media relations including international media. He will work to manage media relations.</p> <p>He shall provide inputs on media assessment for content development, review and support in knowledge products and crisis communications efforts.</p>
Knowledge management and creation expert - One personnel	<p>Responsible for architecting and deploying the collaboration and knowledge management</p>

(Based at Bhopal)	<p>strategy.</p> <p>Develop an information and knowledge management strategy, framework and implementation plan.</p> <p>He shall integrate information, database and knowledge management systems within the government programs.</p> <p>He will ensure that knowledge generated in the context of the assignment is acquired, processed, packaged and disseminated in appropriate range of media to meet the requirement of diverse stakeholders from communities to researchers, supporting organizations, professional and policy and decision makers.</p> <p>He shall coordinate with relevant domestic and international stakeholders to generate information on specific related aspects including best practices and lessons learned elsewhere and disseminate.</p> <p>Oversee publications and ensure that all documents generated in the program from all sources are of superior quality in terms of language and layout and reflects the needs of Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.</p> <p>Provide regular reports on activities and achievement.</p>
Creative writer - One personnel (Based at Bhopal)	<p>Continually consider creative ideas for pitches, proposals and promotions.</p> <p>Creation of knowledge products in written form such as editorial articles, promotional marketing material, collaterals, slogans, campaign promotional material etc. with the elements of observation and analysis in an artistic portrayal.</p>
English to Hindi Translator - One personnel (Based at Bhopal)	<p>Shall be responsible for translating the knowledge products in Hindi within prescribed time limits.</p>

Social media expert - One personnel (Based at Bhopal)	<p>Responsible for managing and delivering social media activities for Commissioner, Public Relations. This is highly visible role will be directly accountable to results. The activities include-</p> <ul style="list-style-type: none"> • Managing the social media marketing strategy • Execution of all social media activities • Communicating in a professional and unique social media language • Creating social media campaigns and calls-to-action • Building a strong presence on social media • Working within Hootsuite, Optify, SEOMoz, Follower Wonk, and other social media tools.
Creative designer - One personnel (Based at Bhopal)	<p>He shall lead the efforts of the staff responsible for creating the visual and written knowledge products and support for concepts development in coordination with stakeholders.</p> <p>Creative designer interact with various stakeholders departments to maintain communication.</p>
Media Coordinator - One personnel (Based at Bhopal)	Shall be responsible for assisting the chief media coordinators in delivery of their responsibilities

Note:

- (a) The Firm shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Commissioner, Public Relations and shall maintain the time sheet/attendance sheet of the working of all Personnel in the Project Office.
- (b) The Commissioner, Public Relations shall provide the office space for the above mentioned team along with one time reimbursement of maximum INR 10 Lacs to the Firm towards the furnishing of office in Bhopal. The reimbursement shall be made based on the actual bills submitted by the Firm. The Firm shall maintain the office space including the rent to be paid, power, and water and maintenance charges. The same cost should be built into the financial proposal under overhead provision. The authorised officials of the Commissioner, Public

Relations may visit the Firm's Project Office at any time during office hours for inspection and interaction with the Firm's Personnel.

- (c) The Firm shall arrange for office space in Delhi or utilize its existing office space. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall not provide any assistance in this regard. The same will also apply if in case the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam require additional deployment in Mumbai.**
- (d) Payment for the Services shall be based on actual number of man days of the Key Personnel deployed by the firm. A minimum of 8 key personnel shall be working in this project full time and the Commissioner, Public Relations may request the Firm to increase the number of resources based on the work requirement. The payment towards deployment of additional resources shall be made in accordance with the rate card provided in the Appendix II (Form 2 - Estimate of personnel costs). The rate once provided by the Firm shall be valid for throughout the contract period.**
- (e) The Commissioner, Public Relations may increase number of personnel of any category and also station them at Delhi, Mumbai or any other location in the country for the project duration.**

2.2. Conditions of Eligibility of Applicants

2.2.1. Consortium is not allowed.

2.2.2. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.3. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

- A. Understanding of a PR Firm: "PR firm" means any entity, which will provide the required PR services which include performing strategic communication process that builds mutually beneficial relationships between organization and their public.**

The Applicant shall be eligible to participate only if the Applicant has similar experience as mentioned in the Schedule – I: TOR (Clause 2, 3, 8 & 9).

- B. Technical Capacity: The Applicant should have completed or undertaken a minimum of 2 projects, each with minimum project duration of 6 months as specified in Clause 3.1.2.**
- C. Financial Capacity: The Applicant shall have an average annual turnover of a minimum of Rs. 15 crore (Rs. fifteen crore) or US \$ 2.5 million from**

the PR services during the last 3 (three) financial years preceding the PDD.

D. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Clause 7.3, Schedule -I (TOR).

E. Conditions of Eligibility for Key Personnel: As described in clause 3.1.2.

2.2.4. The Applicant shall enclose online digitally signed scanned copies with its Proposal, certificate(s) from its Statutory Auditors [§] stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. (For uploading digitally signed documents, applicants can contact Toll free No. 18002588684 between 10 am. to 7pm.) The Applicant shall also provide details as mention in Form 5 of Appendix-I

2.2.5. The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.

2.2.6. Any entity which has been barred by the Central Government, any State Government and a statutory Authority, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit the Proposal.

2.2.7. An Applicant should have, during the last three years, neither failed to perform on any agreement, 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 agreement nor have had any agreement terminated for breach by such Applicant.

2.3. Conflict of Interest

2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the services (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Managing Director, Madhya Pradesh Madhyam shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Commissioner, Public Relations for, *inter alia*, the time, cost and effort of the Commissioner, Public Relations including consideration of such Applicant's Proposal, without prejudice to any

[§] No separate annual financial statements should be submitted.

other right or remedy that may be available to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam hereunder or otherwise.

2.3.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam requires that the firm provides professional, objective, and impartial services and at all times hold the Commissioner, Public Relations interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Firm shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.3.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

**A constituent of such Applicant is also a constituent of another Applicant;
or**

Such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or

Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Firm will depend on the circumstances of each case. While providing consultancy services to the Commissioner, Public Relations for this particular assignment, the Firm shall not take up any assignment that by its nature will result in conflict with the present assignment; or

2.3.4. In the event that the Firm are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Commissioner, Public Relations as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Commissioner, Public Relations shall, upon being notified by the Firm under this Clause 2.3.4 decide whether it wishes to terminate

this Consultancy or otherwise, and convey its decision to the Firm within a period not exceeding 15 (fifteen) days.

2.4. Number of Proposals

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

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Commissioner, Public Relations, Project site etc. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Visit to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Commissioner, Public Relations and ascertaining for themselves the availability of documents and other data with the Commissioner, Public Relations Applicable Laws and regulations or any other matter considered relevant by them.

2.7. Acknowledgement by Applicant

2.7.1. 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 Managing Director, Madhya Pradesh Madhyam;**
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Managing Director, Madhya Pradesh Madhyam or relating to any of the matters referred to in Clause 2.6 above;**
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;**
- (e) Acknowledged that it does not have a Conflict of Interest; and**
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.**

2.7.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 Commissioner, Public Relations.

2.8. Right to reject any or all Proposals

2.8.1. Notwithstanding anything contained in this RFP, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 therefor.

2.8.2. Without prejudice to the generality of Clause 2.8.1, the Managing Director, Madhya Pradesh Madhyam 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 the Commissioner, Public Relations, the supplemental information sought by the Commissioner, Public Relations for evaluation of the Proposal.**

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

2.9. Contents of the RFP

2.9.1. 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 Applicants**
- 3. Criteria for Evaluation**
- 4. Fraud and corrupt practices**
- 5. Miscellaneous**

Schedules

- 1. Terms of Reference**
- 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: Particulars of Key Personnel

Form 7: Eligible Assignments of Applicant

Form 8: Eligible Assignments of Key Personnel

Form 9: CVs of Professional Personnel

Form 10: Bank Guarantee for Performance Security

Appendix -II: Financial Proposal

Form 1: Financial Proposal

Form 2: Estimate of Personnel Costs

2.10. Clarifications

- 2.10.1. Applicants requiring any clarification on the RFP may send their queries to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in writing by speed post/courier/special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:**

"Queries concerning RFP for the selection of Public Relations (PR) Firm"

The Commissioner, Public Relations & Managing Director, Madhya Pradesh Madhyam shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by e-mail. The Commissioner, Public Relations & Managing Director, Madhya Pradesh Madhyam will post the reply to all such queries on the Official Website.

- 2.10.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to respond to any question or to provide any clarification.**

2.11. Amendment of RFP

- 2.11.1. At any time prior to the deadline for submission of Proposal, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, for any**

reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Website : www.mpeproc.gov.in . These amendments will be binding on all Applicants.

2.11.1 In order to afford the Applicants a reasonable time for taking an amendment into account or for any other reason, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its sole discretion, extend the PDD[§].

2.12. Language

2.12.1. 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 terms 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.

2.13. Format of Proposal

2.13.1. The Applicant shall provide all the information sought under this RFP. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2. A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.14. Technical Proposal

2.14.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

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

- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

[§] While extending the Proposal Due Date on account of an addendum, the Commissioner, Public Relations shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 10 (ten) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- (b) Power of attorney, if applicable, is executed as per Applicable Laws;
- (c) CVs of all Key Personnel have been included;
- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.1.2;
- (e) The CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/ countersigned CVs may be rejected;
- (f) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (g) Key Personnel proposed have good working knowledge of English language;
- (h) Key Personnel would be available for the period indicated in the TOR;
- (i) The Chief Media Coordinator should not have attained the age of 65 (Sixty Five) years at the time of submitting the proposal and other Key Personnel should not have attained the age of 50 (Fifty) years at the time of submitting the proposal; and
- (j) The proposal is responsive in terms of Clause 2.19.2.

2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for a period of 3 (three) years. The award of this assignment to the Applicant may also be liable to cancellation in such an event.

2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6. The Key Personnel specified in Clause 2.1.1 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced Professional Personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-09 of Appendix-I.

2.14.7. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 the Commissioner, Public Relations to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam thereunder. After award of contract, the Firm will have to submit the original copies of all documents.

2.14.8. 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 material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the firm 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam without the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam being liable in any manner whatsoever to the Selected Applicant or Firm, as the case may be.

In such an event, the Managing Director, Madhya Pradesh Madhyam shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Managing Director, Madhya Pradesh Madhyam for, *inter alia*, time, cost and effort of the Managing Director, Madhya Pradesh Madhyam, without prejudice to' any other right or remedy that may be available to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.15. Financial Proposal

2.15.1. Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a) All the costs associated with the assignment shall be included in the Financial Proposal.
- (b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be

deemed to be included in the costs of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

- (c) Costs (including break down of costs) shall be expressed in INR.

2.16. Submission of Proposal

2.16.1. For uploading digitally signed documents applicants can contact Toll Free No. 18002588684 between 10am to 7.00pm.

Scanned copies of all documents must be submitted online only on website: www.mpeproc.gov.in

2.16.2. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.17. Proposal Due Date

2.17.1. Proposal should be submitted only online on or before 15.00 hrs. on the Proposal Due Date specified in Clause 1.8.

2.17.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18. Performance Security

2.18.1. The successful applicant have to submit the performance security @ 5% of the contract value, shall be deemed to have acknowledged that without prejudice to the Managing Director, Madhya Pradesh Madhyam any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Managing Director, Madhya Pradesh Madhyam as the mutually agreed pre-estimated compensation and damages payable to the Managing Director, Madhya Pradesh Madhyam for, *inter alia*, the time, cost and effort of the Managing Director, Madhya Pradesh Madhyam 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 Clause 4.1 of this RFP.
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the selected Applicant commits a breach of the Agreement.

2.18.2. An amount equal to 5% (five per cent) of the Agreement Value (As defined in Appendix-II : Financial Proposal, Form 2) shall be deemed to be the Performance Security for the purposes of this Clause 2.18, which may be forfeited and appropriated in accordance with the provisions hereof.

2.19. Evaluation of Proposals

2.19.1. The Managing Director, Madhya Pradesh Madhyam shall open the Proposals at 15.30 hrs. on date 26.05.2015, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. "Technical Proposal" shall be opened first. The presentation shall be on the same day i.e., after the opening of technical proposal. "Financial Proposal" shall be opened at a later date.

2.19.2. Prior to evaluation of Proposals, the Commissioner, Public Relations- Managing Director, Madhya Pradesh Madhyam 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 received in the form specified at Appendix-I;**
- (b) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;**
- (c) it contains all the information (complete in all respects) as requested in the RFP;**
- (d) it does not contain any condition or qualification; and**
- (e) it is not non-responsive in terms hereof.**

2.19.3. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 Managing Director, Madhya Pradesh Madhyam in respect of such Proposals.

2.19.4. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.19.5. After the technical evaluation, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The

Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not entertain any query or clarification from Applicants 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. Applicants are advised that Selection shall be entirely at the discretion of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. Applicants shall be deemed to have understood and agreed that the Managing Director, Madhya Pradesh Madhyam 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.20. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Commissioner, Public Relations in relation to matters arising out of, or concerning the Selection Process. The Managing Director, Madhya Pradesh Madhyam 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. The Commissioner, Public Relations 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 the Managing Director, Madhya Pradesh Madhyam or as may be required by law or in connection with any legal process.

2.21. Clarifications

2.21.1. Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.21.2. To facilitate evaluation of Proposals, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.3. If an Applicant does not provide clarifications sought under Clause 2.21.2 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.22. Negotiations

2.22.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. In case the Selected Applicant fails to reconfirm its commitment, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.22.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.23. Substitution of Key Personnel

2.23.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not normally consider any request of the Selected Applicant for substitution or the Chief Media Coordinator as the ranking of the Applicant is based on the evaluation of the Financial Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Chief Media Coordinator is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced

personnel being provided to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.23.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam expects the Key Personnel to be available during implementation of the Agreement. The Managing Director, Madhya Pradesh Madhyam will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health or for reasons beyond the control of the Applicant. Such substitution shall subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.24. Indemnity

The firm shall, subject to the provisions of the Agreement value (As per Appendix 2: Form 2 of the financial proposal), indemnify the Managing Director, Madhya Pradesh Madhyam, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.25. Award of Contract

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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, the Managing Director, Madhya Pradesh Madhyam may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.26. 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.

2.27. Commencement of Assignment

The firm shall commence the services within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the firm fails to either sign the Agreement as specified in Clause 2.26 or commence the assignment as specified herein, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

2.28. Proprietary data

Subject to the provisions of Clause 2.20, all documents and other information provided by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or submitted by an Applicant to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall remain or become the property of the Managing Director, Madhya Pradesh Madhyam. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to the Consultancy shall be the property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

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, Presentation of a roadmap for management of PR of Madhya Pradesh and the experience of Key Personnel. Only those Applicants whose Technical Proposals scores 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).**

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

SR	Criteria	Max marks	Qualification Criteria
A	Profile of the Applicant	10	
1	No. of Years of operation in India	10	<p>Applicant should have at least 5 years of experience in handling projects in India</p> <p>Less than 5 years = Nil</p> <p>5 years = 5 marks</p> <p>Additional 1 mark per year between 6 & 10 years</p>
B	Past Experience	25	
1	Experience in providing PR services for Public Sector or Private sector Enterprises	25	<p>Applicant should have at least completed/ongoing 2 projects with minimum project duration of 6 months each during the last five years</p> <p>Less than 2 projects = Nil</p> <p>2 projects = 10 marks</p> <p>More than 2 and less than or equal to 5 projects = 15 marks</p> <p>More than 5 and less than or equal to 10 projects = 15 marks</p> <p>More than 10 projects = 25 marks</p>
C	Profile of Proposed Resources/ Team	40	
1.	Sr. Media Coordinator-Delhi	10	<p>The person should have an experience of at least 10 years and have worked as media coordinator for at least 5 similar projects in last 5years</p> <p>Master Degree = 7 Marks</p> <p>Degree/diploma in mass communication or journalism = 3 Marks</p>
2.	Chief Media Coordinator – Bhopal	10	<p>The person should have an experience of at least 15 years and have worked as media coordinator for at least 5 similar projects in last 5 years</p> <p>Master Degree = 7 Marks</p> <p>Degree/diploma in mass communication or journalism = 3 Marks</p>
3.	Knowledge management & content creation expert, Bhopal	7	<p>The person should have an experience of at least 7 years in content creation</p> <p>Post Graduate/MBA</p>

SR	Criteria	Max marks	Qualification Criteria
4.	Creative writer expert, Bhopal	7	The person should have an experience of at least 7 years in creating and writing content. Post Graduate
5.	Social media expert, Bhopal	6	The person should have an experience of at least 5 years in handling the social media Graduate with focus in marketing, mass communication or journalism = 6 Marks
D	Presentation of a roadmap for management of PR of Madhya Pradesh and its Evaluation should include :	25	
1.	<ul style="list-style-type: none"> Plans and types of campaigning Target Markets (rural and urban population of MP, other States of India and international markets) Sample creative/art work 	10	
2.	<i>Strategy for Communication and PR</i> <ul style="list-style-type: none"> Communication strategy in the print, electronic, web and other media. Media planning and scheduling 	5	
3.	<i>Investment plan</i> Investment estimates for brand building, campaigning, advertisement, promotion, communication strategy and PR.	5	
4.	<i>Perception turnaround</i> <ul style="list-style-type: none"> Plans for perceptions management and perception turnaround Strategies with key focus areas 	5	

SR	Criteria	Max marks	Qualification Criteria
	<ul style="list-style-type: none"> • Performance parameters to assess positive perception • Assessment of negative image-proposed course corrections. 		
	Total (A+B+C+D)	100	

3.2. Short-listing of Applicants

3.2.1. The Applicants who qualify technically as per the Clause 3.1 shall be eligible for financial evaluation in the second stage. However, if the number of such technically qualified Applicants is less than 2 (two), the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clause 3.1.1 provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed 2 (two).

3.3. Evaluation of Financial Proposal

3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) as specified in Clause 3.3.3.

3.3.2. For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

3.3.3. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Firm. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4. Combined and Final Evaluation

- 3.4.1. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) score as follows :**

$$S = S_T \times T_w + S_F \times F_w$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.

- 3.4.2. The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.22, 2.26 and 2.27, as the case may be.**

4. Fraud and corrupt practices

- 4.1 The Applicants 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 Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Managing Director, Madhya Pradesh Madhyam for, *inter alia*, time, cost and effort of the Managing Director, Madhya Pradesh Madhyam. in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.**

- 4.2 Without prejudice to the rights of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam under Clause 4.1 hereinabove and the rights and remedies which the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may have under the LOA or the Agreement, if an Applicant or Firm, as the case may be, is found by the Managing Director, Madhya Pradesh Madhyam 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 or Firm shall not be eligible to participate in any tender or RFP issued by the Managing Director, Madhya Pradesh Madhyam during a period of 2 (two) years from the date such Applicant or Firm, 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Firm/adviser of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to any matter concerning the Project;**
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;**
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;**
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 Applicants 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 in the State in which the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, 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 the Commissioner, Public Relations- Managing Director, Madhya Pradesh Madhyam or submitted by an Applicant shall remain or become, as the case may be, the property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The Managing Director, Madhya Pradesh Madhyam will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.**
- 5.5 The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.**

SCHEDULE-I

Terms of Reference (TOR)

Schedule-I: Terms of Reference (TOR)

1. General

- 1.1. The Managing Director, Madhya Pradesh Madhyam on behalf of Commissioner, Public Relations seeks the services of a qualified PR Firm for shaping media highlights on various public initiatives of Madhya Pradesh Government, nationally as well as internationally, (collectively the "Consultancy"). The Terms of Reference (the "TOR") and the scope of the Consultancy for this assignment are specified below.**
- 1.2. The Firm shall assist the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in conceptualizing, structuring, designing and implementing tasks in accordance with the TOR**
- 1.3. The Firm shall be responsible for preparing the relevant documents of the Project referred to in this TOR (the "Documents").**
- 1.4. The Firm shall also participate in all the relevant meetings to assist the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in developing and drafting of the Documents.**
- 1.5. The Firm shall make available the Key Personnel and other Experts in accordance with the TOR.**

2. Objective

- 2.1. The Commissioner, Public Relations or Madhya Pradesh Madhyam, intends to appoint a PR Firm to create national and international awareness about brand 'Madhya Pradesh'. The broad objectives for appointment of the PR firm are:**
 - To position Madhya Pradesh as one of India's leading states across sectors by increasing visibility using right channels of communication and enhancing 'top of mind' recall so as to make it an ideal destination for various stakeholders.**
 - To effectively disseminate information about Madhya Pradesh Government's various initiatives to national and international media.**
 - To bring in fresh creative thinking in efforts of building positive public image of Govt. and undertake necessary relationship/communication activities.**

3. Scope of Services

In order to achieve the objectives, the Firm shall perform, *inter-alia*, in consultation with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, the following tasks:

- 3.1. The make or assist in making all necessary arrangements for the media coverage as per the instructions of Commissioner, Public Relations or Madhya Pradesh Madhyam of an event when dignitaries from Madhya Pradesh visits to any national or international destination in pursuance of state's strategic growth plan.**
- 3.2 Arrange for national and international media to visit Madhya Pradesh to attend various events organized by the different departments of the Government of Madhya Pradesh/its PSUs from time to time or otherwise. The number of media personnel for any event shall be decided by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam after deliberation on the scale of the event. The cost towards such visits shall be borne by Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam as per the predefined terms.**
- 3.3. The Firm shall acquaint media with the initiatives, growth and developments happening in the state at regular intervals, or as and when asked to do so by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- 3.4. The Firm shall be responsible for creating fresh and bespoke knowledge content at the state level for various events. The content should cover topics related to MP's focus sectors, regions, projects, social and socio-political initiatives. etc. The Firm shall also be responsible for the timely updation of said knowledge content.**
- 3.5 The firm should also work on relevant ideas and concepts currently in use of international community which would provide suitable leverage for the state across various platforms.**
- 3.6. The firm shall be responsible for conceptualization, design and development of creative media promotional products in consultation with the Knowledge Partner/Nodal department organising/managing the selected programs/initiatives relevant to the state. Such media promotional products will be based on brand elements, visual imagery in accordance with the envisioned brand image, content such as sector and region brochures, event brochure and state website etc. as per requirement and satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- 3.7. These products will also be customised for distribution during designated media functions.**
- 3.8. The social media has now become one of the most widespread and vibrant means of communication, hence the firm shall also undertake conceptualization, design and development of pages on social networking sites such as Twitter, Facebook, LinkedIn, YouTube etc. The firm shall undertake research and develop content and relevant knowledge products in this regard.**

- 3.9. The firm shall plan for press conferences during state level events such as one-to-one meets, road-shows or any other such BTL activities in consultation with the Commissioner, Public Relations office or Madhya Pradesh Madhyam, or as and when instructed by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to do so. In addition, the firm shall conceptualize, design and develop advertisements for print and digital media in close coordination with the Madhya Pradesh Madhyam and Commissioner, Public Relations office.**
- 3.10. The firm shall also undertake tracking and analysis of such relevant media coverage. It shall appraise the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam on key news and happening from prominent trade, business and general press on regular basis and monitor the presence of, and discussions about, brand Madhya Pradesh in all national and regional newspapers, magazines, TV channels, the inter-web, blogs and other channels of external communication at regular intervals.**
- 3.11. The firm shall put in place an efficient feedback system and also undertake preparation of detailed clippings dockets on issues relevant to the GoMP on customized periodicity.**
- 3.12. The firm shall conceptualize, design and develop media campaign for issues like Save Girl Child, Save Water, Save Tiger, Environment, Drug de-addiction, Cleanliness, Poverty reduction etc. The list mentioned is only illustrative and not exhaustive. GoMP shall include more campaigns as and when needed.**
- 4. Deliverables and Documents**
- 4.1. As per the time schedule agreed between parties for specific projects given to the Firm from time to time, the Firm shall submit all the deliverables. The Firm shall not, without the other party's prior written consent, disclose contract, drawings, specifications, plans, patterns, samples or other documents to any person or organization other than an entity employed by the Firm for the performance of the contract, in consultation with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- 4.2. In case of the termination of the contact, all the documents prepared by the Firm under this contract shall become property of the Managing Director, Madhya Pradesh Madhyam. The Firm may not use any of the material or content anywhere, without taking permission, in writing, from the Managing Director, Madhya Pradesh Madhyam. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to grant or deny any such request.**

5. Time duration and Payment Schedule

- 5.1.** The contract shall initially be for two years extendable on year to year basis for next three years subjected to satisfactory performance of the contacted firm. The Firm is required to quote for first two years along with the percentage of overheads. In case of extension of contract after two years, the payment to be made to the Firm shall be based on the financial proposal provided in the Appendix II (Form 1 & 2).
- 5.2.** Payment for the Services shall be based on actual number of man days of the Key Personnel deployed by the firm. A minimum of 8 Key Personnel shall be working in this project full time and the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may request the firm to increase the number of resources based on the work requirement. The payment towards deployment of additional resources shall be made in accordance with the rate card provided in the Appendix II (Form 2 - Estimate of personnel costs). The rate once provided by the Firm shall be valid for throughout the contract period.
- 5.3.** The Firm shall be paid on a quarterly basis for its services at the completion of each quarter. The payment will be based on rates finalized for the award of contract to the successful Firm.
- 5.4.** All payments subject to TDS.
- 5.5.** The Firm shall furnish the Madhya Pradesh Madhyam with the bills of expenses it incurred for the travel/accommodation/food for the journalists or any other expenses incurred in the arrangement of events arranged with prior approval of Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The reimbursements of such bills shall be made by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. Such expenses shall be as per the rate card approved by the Commissioner, Public Relations.
- 5.6.** The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall evaluate the performance of the Firm based on the quality of the services rendered as well as feedback received, at the end of every quarter. The decision of the Commissioner, Public Relations - Managing Director, Madhya Pradesh Madhyam shall be binding in this regard.
- 5.7.** The Firm shall be able to claim the reimbursements for expenses relating to travel (national/international) for participating in meetings, conferences, events, etc. as identified and approved by the Commissioner, Public Relations. The expenses paid to the Firm shall not exceed the benefits provided to the Grade A officers of Government.
- 5.8.** In the event that the contract is terminated by the Managing Director, Madhya Pradesh Madhyam prior to its completion, the Firm shall be entitled to (a)

Payment for 60% (sixty per cent) of the man hours actually expended by it on the work.

6. Meetings

6.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may call for review with the Firm, any or all of the documents and advice the Consultancy to attend meetings and conferences which will be held at the Commissioner, Public Relations office and Managing Director, Madhya Pradesh Madhyam office.

6.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its discretion, require the Firm to participate in extended meetings and/or work from the offices of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Firm shall, on a best endeavour basis and without unreasonable delay, provide such services at the office of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

7. Project Team

7.1. The Firm shall form a team (the "Core Team") for undertaking this assignment. The Core Team shall consist of experts who have the requisite qualifications and experience. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

7.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may request the firm to increase the number of resources based on the work requirement. Against such requirements, the firm shall make the resource available within 15 working days to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The additional resource shall have, in such cases, experience and expertise similar or better than the profile submitted in proposal. The payment towards deployment of additional resources shall be made in accordance with the rate card provided in the Appendix II (Form 2- Estimate of personnel costs).

7.3. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:-

Key Personnel	Educational Qualification	Length of Professional Experience	Expertise
Chief Media Coordinator- Bhopal (1)	Master's degree A degree/ diploma in mass communication or journalism is desirable	At least 15 years' relevant experience	Should have expertise in managing 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.
Sr. Media Coordinator- Delhi (1)	Master's degree A degree/ diploma in mass communication or journalism is desirable	At least 10 years' relevant experience	Should have expertise in manage media, especially international media, relations and have expertise on conceptualization, design and development of relevant knowledge products.
Knowledge management and content creation expert (1), Bhopal	Post graduate/ MBA	At least 7 years' relevant experience	Should have a flair for content designing and creation. Should be able to bring innovative dimension in promotional content.
Creative writer (1) Bhopal	Post 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 be able to handle criticism and rejection.
English to Hindi Translator (1), Bhopal	Graduate/post graduate preferably in Hindi	At least 7 years' relevant experience	Should have expertise and demonstrated experience in translating the creative knowledge products from English to Hindi.
Social media expert (1)	Graduate with focus on Marketing or	At least 5 years' relevant	Should have exceptional professional writing skills pertinent to social media and can

	Journalism from an university of repute	experience	visualize as well as convey a message into relevant and interesting content. Should have thorough knowledge of social media campaign and tools used.
Creative designer (1), Bhopal	A degree /diploma in field related to creative design	At least 7 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 Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.
Media coordinator (1), Bhopal	Graduate in mass communication/ journalism	At least 3 years' relevant experience	Should have expertise in managing media relations including social media.

Note:

- One month is equivalent to the 30 working days and each day is defined as 8 working hours.
- 7.4. The Firm shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and shall maintain the time sheet/attendance sheet of the working of all Personnel in the Project Office.**
- 7.5. The Commissioner, Public Relations shall provide the office space for the above mentioned team along with one time reimbursement of maximum INR 10 Lacs to the Firm towards the furnishing of office in Bhopal The reimbursement shall be made based on the actual bills submitted by the Firm. The Firm shall maintain the office space including the rent to be paid, power, and water and maintenance charges. The same cost should be built into the financial proposal under overhead provision. The authorised officials of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may visit the Firm's Project Office at any time during office hours for inspection and interaction with the Firm's Personnel.**
- 7.6. The Firm shall arrange for office space in Delhi or utilize its existing office space. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall not provide any assistance in this regard. The same will also apply if in case the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam require additional deployment in Mumbai.**

8. Reporting

8.1. The Firm is expected to provide the Madhya Pradesh Madhyam with the following reports on the activities undertaken and completed by it in order to achieve the objectives stated above:

- **Details of media coverage handled by the Firm upon completion of any event (press-conference or any other activity) undertaken by the government within 3 days of such event.**
- **Summarized monthly reports containing press clippings, print and broadcast media coverage and any other PR activity undertaken by the Firm to be sent to the Madhya Pradesh Madhyam.**

9. Following Documents to be made available by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to the Firm:

Documents and supporting material related to this project, and available data as may be required by the Firm will be provided by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam on request. The Nodal Officer designated by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall facilitate handing over of such information to the Firm.

Following Deliverables to be submitted by the Firm to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam:

- 1. Publication of at least 2 Major Stories from the state in a month in national newspapers and coverage/telecast in national T.V. News Channels.**
- 2. Publication of at least one major story in National Magazines.**
- 3. Major Vernacular newspapers should be covered with at least one major news coverage of the state.**
 - **The content must be approved prior to publication from Managing Director, Madhya Pradesh Madhyam or officer authorised by him.**
 - **To prepare and submit the development of PR Strategy.**
 - **To prepare and submit information and knowledge management strategy, framework and implementation plan.**
 - **To create social media campaigns.**
 - **To prepare national and international media plan for campaigns.**
 - **However, for these tasks norms are indicative and can be changed. Subject to mutual agreement between the parties depending upon the circumstances.**

- 4. The knowledge products for speech and other purpose, shall be delivered both in Hindi and English.**

10. Completion of Services

- 10.1. All the Deliverables shall be compiled, classified and submitted by the firm to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and shall not be used by the Firm for any purpose other than that intended under these Terms of Reference without the permission of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The assignment shall stand completed on acceptance by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam of all the deliverables of the Firm. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the final deliverable shall be deemed approved by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam as satisfactory upon expiry of 30 (thirty) days after receipt of the final Deliverable unless the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, within such 30 (thirty) day period, gives written notice to the Firm specifying in detail, the deficiencies in the Services. The Firm shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The assignment shall in any case be deemed to be completed upon expiry of from the Effective Date, unless extended by mutual consent of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Firm. The Commissioner, Public Relations - Madhya Pradesh, Bhopal reserves all the rights and sole proprietorship of every event and media campaign.**

APPENDICES

APPENDIX-I

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Sub: "FOR THE SELECTION OF PUBLIC RELATIONS FIRM"

Dear Sir,

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 firm for PR Services (the "Firm") of Madhya Pradesh. The proposal is unconditional and unqualified.

- 1. I/We acknowledge that the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the firm, 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.**
- 2. This statement is made for the express purpose of appointment as the firm for the aforesaid Project.**
- 3. I/We shall make available to the Managing Director, Madhya Pradesh Madhyam any additional information it may deem necessary or require for supplementing or authenticating the Proposal.**
- 4. I/We acknowledge the right of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.**

5. **I/We certify that in the last three years, we 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 authority nor have had any contract terminated by any authority for breach on our part.**
6. **I/We declare that:**
 - i. **I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam;**
 - ii. **I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;**
 - iii. **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 the Managing Director, Madhya Pradesh Madhyam or any other public sector enterprise or any government, Central or State; and**
 - iv. **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.**
7. **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 Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.**
8. **I/We certify that in regard to matters other than security and integrity of the country, we 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 assignment for the Project or which relates to a grave offence that outrages the moral sense of the community.**
9. **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.**
10. **I/We further certify that no investigation in any criminal case is pending either against us or against our CEO or any of our Directors/Managers/employees.**

11. 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 the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. 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 contract for the Project is not awarded to me/us or our proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
15. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Key Personnel in accordance with the provisions of the RFP.
16. 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 the Managing Director, Madhya Pradesh Madhyam or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
17. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
18. 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

1.1	Title of Consultancy:
1.2	Title of Project: Project
1.3	State whether applying as Sole Firm :
1.4	State the following : Name of Firm : Legal status (e.g., sole proprietorship or partnership) : Country of incorporation : Registered address: Year of Incorporation : Year of commencement of business : Principal place of business : Name, designation, address and phone numbers of authorised signatory of the Applicant : Name : Designation : Company : Address : Phone No. : E-mail address :
1.5	For the Applicant, state the following information : i. In case of non Indian Firm, does the Firm have business presence in India? <div style="text-align: right;">Yes/No</div> If so, provide the office address(es) in India. ii. Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years? <div style="text-align: right;">Yes/No</div> iii. Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years? <div style="text-align: right;">Yes/No</div> iv. Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? <div style="text-align: right;">Yes/No</div>

	<p>v. Has the Applicant, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.6	<p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Selection of Public Relations (PR) firm.

I/We hereby confirm that (I/We) the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert individual's name) will act as our Authorized Representative 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 authorised signatory)

For and on behalf of

APPENDIX-I

Form-4

POWER OF ATTORNEY

Know all men by these presents, We,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. son/daughter/wife and presently residing at, who is presently employed with/retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") 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 Proposal for the Project, proposed to be developed by the (the Commissioner, Public Relations - "Managing Director, Madhya Pradesh Madhyam") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in conferences and providing information/responses to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, representing us in all matters before the Managing Director, Madhya Pradesh Madhyam, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Managing Director, Madhya Pradesh Madhyam in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

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.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.3 (C))

S. No.	Financial Year	Information on Annual turnover (Rs./US \$ in million)	
		Total Turnover (Rs./US \$ in million)	Turnover from the PR services (Rs./US \$ in million)
1.			
2.			
3.			

Certificate from the Statutory Auditor

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

(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.

Note:

- 1. Please do not attach any printed Annual Financial Statement.**
- 2. Audited Balance Sheets for last three financial years (11-12, 12-13, 13-14) proceeding the PDD shall be submitted online along with the technical proposal.**

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [§]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Chief Media Coordinator, Bhopal						
2.	Sr. Media Coordinator, Delhi						
3.	Knowledge management and creation expert, Bhopal						
4.	Creative writer, Bhopal						
5.	English to Hindi Translator, Bhopal						
6.	Social media expert, Bhopal						
7.	Creative designer, Bhopal						
8.	Media Coordinator, Bhopal						

[§] Refer Form 8 of Appendix I Eligible Assignments of Key Personnel.

APPENDIX-1

Form-7

Eligible Assignments of Applicant

(Refer Clause 3.1.2)

Assignment Name :		Country :
Location within Country :		Professional Staff Provided by Your Firm/Entity (profiles) :
Name of Client :		No. of Staff :
Address :		No. of Staff-Months; Duration of Assignment :
Start Date (Month/Year):	Completion Date (Month/Year) :	Approx. Value of Service (in Rs. Lakhs) :
No. of Months of Professional Staff Provided by Associated Consultants :		
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project :		
Description of Actual Services Provided by Your Staff :		

Notes :

1. Applicant should provide work orders & payment certificate (where applicable) for ongoing projects as a documentary proof and for completed projects the Applicant should provide work orders & completion certificates.
2. Use separate scanned sheet for each Eligible Assignment.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-8

Eligible Assignments of Key Personnel

(Refer Clause 3.1.2)

1.	Name of Key Personnel :	
2.	Designation of Key Personnel :	
3.	Name of the Project :	
4.	Type of Project :	
5.	Name of Firm where employed :	
6.	Designation of services performed by the Key Personnel (including designation) :	
7.	Name of client and Address :	
8.	Name, telephone no. of client's representative:	
9.	Start date of the services (month/year) :	
10.	Finish date of the services (month/year) :	
11.	Brief description of the Project :	

Notes :

1. Use separate scanned sheet for each Eligible Assignment.
2. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-9 (Refer clause 3.1.2)

Curriculum Vitae (CV) of Professional Personnel

1. **Proposed Position :**
2. **Name of Personnel :**
3. **Date of Birth :**
4. **Nationality :**
5. **Educational Qualifications:**
6. **Employment Record:**
(Starting with present position, list in reverse order every employment held)
7. **List of projects on which the Personnel has worked.**

Name of Project	Description of responsibilities

Certification :

1. **I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.**
2. **I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.**

(Signature and name of the Professional Personnel)

Place

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. **Use separate form for each Key Personnel and Professional Personnel.**
2. **The names and chronology of assignments included here should conform to the project-wise details submitted in Form-6, as the case may be, of Appendix-I.**
3. **Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will be considered for evaluation.**

APPENDIX-I

Form-10

Bank Guarantee for Performance Security

(Refer Clause 2.18)

To

.....

.....

.....

In consideration of acting on behalf of the [xxxxxx] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at (hereinafter referred as the "firm" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Managing Director, Madhya Pradesh Madhyam's Agreement No. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Project, and the Firm having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Managing Director, Madhya Pradesh Madhyam for performance of the said Agreement.

We, (hereinafter referred to as the "Bank") at the request of the Firm do hereby undertake to pay to the Managing Director, Madhya Pradesh Madhyam an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Managing Director, Madhya Pradesh Madhyam by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Managing Director, Madhya Pradesh Madhyam stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Managing Director, Madhya Pradesh Madhyam by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

APPENDIX-II

Form - 1 Financial Proposal (Consolidated Rates for Two Years)

Name of the Firm :-

Item No.	Description	Amount (Rs.)
A.	PERSONNEL COST	
B.	OVERHEAD EXPENSES @ % of A	
C.	Total of A+B An Indian Rupees (in figures)(in words)	
	Add : Service Tax as applicable from time to time	
	Grand Total	

Notes:

- The quote shall be inclusive of all taxes except service tax.
- The financial evaluation shall be based on the above Financial Proposal. The total under Item C shall, therefore, be the amount for purposes of evaluation.
- Overhead expenses : These include accommodation, air fare, equipment, printing of documents, office maintenance cost, local transportation, phone bills, food bills etc.
- Payment for the Services of the Key Personnel shall be based on actual number of man days of the deployed by the firm.
- In the case of an outstation Personnel, the days required to be spent at the office of the Managing Director, Madhya Pradesh Madhyam shall be computed at the rate of 8 man hours a day.
- The aforesaid fees shall not include the fees for expenses relating to travel (national/international) for participating in meetings, conferences, events, etc.
- The reimbursement of all fees and expenses shall be limited to the amounts indicated above and no escalation on any account will be payable on the above amounts.

- (h) All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.**
- (i) For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the Cost heads indicated in paragraph 4 above, provided that in relation to claims relating to man hours, the Statement of Expenses shall be accompanied by the particulars of the man hours of personnel spent on the Consultancy.**

APPENDIX-II

Form-2

Estimate of Personnel Costs

ID No.	Position	Name	Man day Rate (INR)	Total Man Days	Amount (INR)
I. Remuneration for Key Personnel (including all personal allowances)					
1.	Chief Media Coordinator, Bhopal				
2.	Sr. Media Coordinator, Delhi				
3.	Knowledge management and creation expert, Bhopal				
4.	Creative writer, Bhopal				
5.	English to Hindi Translator, Bhopal				
6.	Social media expert, Bhopal				
7.	Creative designer, Bhopal				
8.	Media Coordinator, Bhopal				
TOTAL:					

