

RFP for empanelment of audio-video production



**Request for Proposal**  
**For**  
**Empanelment of Agencies for High Quality**  
**Audio-Video Production**

**Issued by:**

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

**Phone: 0755-4096299**

**Website: [www.mpinfo.org](http://www.mpinfo.org)**

**Email: [dpr.admin@mp.gov.in](mailto:dpr.admin@mp.gov.in)**

**April- 2023**

## 1. Disclaimer

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

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

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

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

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

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

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**Request for Proposal Notice**

**“Empanelment of Agencies for Audio-Video Production”**

**Directorate of Public Relations** invites online proposals from suitable agencies for **Empanelment** of Agencies for Audio-Video Production.

For detail scope of work and other terms and conditions, please refer the RFP document available at [www.mpinfo.org](http://www.mpinfo.org) and <https://mptenders.gov.in>. Document fees of **Rs 5,000** (Non-refundable) and EMD of **Rs 1,00,000** (One Lakh Only) needs to be submitted through online mode through <https://mptenders.gov.in> portal only.

An interested agency who qualifies as per the criteria mentioned in the RFP document may submit their proposals online only through the e-tendering Portal latest by **22/05/2023 till 3 pm**.

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

### 3. Fact Sheet

S/N	Particulars	Description
1.	Nature of Work	<b>Empanelment of Agencies for Audio-Video Production</b>
2.	Proposals Invited by	The Commissioner, Directorate of Public Relations
3.	Date of issue of RFP document	<b>25/04/2023</b>
4.	Last Date for sending Pre-Bid Queries	<b>02/05/2023</b>
5.	Start date of Submission of Bids	<b>25/04/2023 from 10:30 am onwards</b>
6.	Last Date for Submission of Bids	<b>22/05/2023 till 3 pm</b>
7.	Date of Opening of Technical Bids	<b>23/05/2023 at 3 pm at the Office of Directorate of Public Relation, Bhopal, M.P.</b>
8.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders.
9.	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
10.	Cost of RFP Document	<b>Rs. 5,000</b> (Five Thousand Only) To be paid online through e-procurement portal.
11.	Earnest Money Deposit (EMD)	<b>Rs. 1,00,000</b> (Rupees One Lakh Only) To be paid online through mptenders portal.
12.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.
13.	Performance Guarantee Value	<b>For Category A and B: Rs. 5,00,000</b> (Rs. Five Lakhs Only)  <b>For Category C: Rs. 1,00,000</b> (Rupees One Lakhs Only)
14.	Performance Guarantee validity period	3 Months beyond the contract period

#### Notes:

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

## 4. Background Information

Directorate of Public Relation (DPR) invites Request for Proposal (RFP) for Empanelment of Agencies for Audio-Video Production through an open competitive selection process in accordance with the procedure set out here in the RFP document.

## 5. Instruction to Bidders

### General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP;
  - ii. Follow the format of this RFP and
  - iii. Respond to each element in the order as set out in this RFP.
  - iv. Comply with all requirements as set out within this RFP.

### RFP Documents

The Tender document is available and downloadable on following websites:

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

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

## 6. Queries & Clarifications

- a) The Bidders will have to ensure that their queries should reach the point of contact (Nodal Officer) as per **Annexure-1** in Excel format & in writing at [dpr.admin@mp.gov.in](mailto:dpr.admin@mp.gov.in) by email on or before the date and time mentioned in the fact sheet. Only queries/clarifications submitted in written will be considered.
- b) DPR shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the DPR.

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

- a) The DPR will endeavour to provide timely response to all queries. However, DPR makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DPR undertake to answer all the queries that have been posed by these

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Bidders.

- b) At any time prior to the last date for receipt of bids, DPR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <https://mptenders.gov.in>. All future correspondence/corrigendum shall be published on same website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the DPR may, at its discretion, extend the last date for the receipt of Proposals.

### 7. Key instructions of the bid

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

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

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

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



### **Submission of Proposals**

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

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

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

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

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

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

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

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

### **Proposal opening**

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

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

### **Proposal validity**

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

## 8. Scope of Work

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

- Designing, production and allied works for high quality audio-visual creative on various themes as directed by the Directorate of Public Relations (DPR), Madhya Pradesh.
- Expertise in production of TV Serials/Episodes/Sponsored video programmes/documentary/ TV spots/TVC/Short films.
- Any other audio-visual content conceived by DPR.
- Delivery of AV creative's in compatible format.
- Radio Jingles/Spots/Radio Show/Talk Show etc.

## 9. Criteria for evaluation

### Pre-qualification (PQ) criteria

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the RFP documents. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	<p><b>For Category "A" and "B":</b> The Agency must be registered entity in India under India Company Act, as a proprietorship, private limited, LLP or a public limited firm since last 5 years as on bid submission date.</p> <p><b>For "C" Category:</b> The bidder must be an individual having <b>experience of 01 years</b> in film genre.</p>	<p>Certificates of incorporation / Registration Certificates.</p> <p>Relevant Supporting Documents to be attached.</p>
2.	Turnover	<p>The bidder should have specific minimum average turnover <b>in AV production work during the last five financial years (2018-19, 2019-20, 2020-21, 2021-22 &amp; 2022-23)</b> as mentioned below:</p> <p><b>"A" Category</b> - INR 01.00 crores  <b>"B" Category</b> - INR 25.00 lakhs  <b>"C" Category</b> - Waived Off.</p>	<p>CA Certificate clearly indicating the relevant turnover.</p>
3.	Technical Capability/ Experience	<p>The bidder must have relevant experience of executing the work as per the scope of the <b>work mentioned in the past 05 years.</b></p> <p><b>For "A" Category:</b> Developed at least 10 advertisement /audio spots/ Jingles/ Documentary/ Short films/Video Spots etc (<b>duration not less than 02 min</b>) with any State/Central Government/ PSU's/ULB's/Development Agency</p>	<p>Related work orders / contracts for ongoing or completed projects.</p>

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		<p>organization in India.</p> <p><b>For "B" Category:</b> Developed at least 05 advertisement /audio spots/ Jingles/ Documentary/ Short films/Video Spots etc (<b>duration not less than 60 Sec.</b>) with any State/Central Government/ PSU's/ULB's/Development Agency organization in India.</p> <p><b>For "C" Category:</b> Having experience in the developing advertisement /audio spots/ Jingles/ Documentary/ Short films/Video Spots etc of <b>minimum 02 videos in the past 05 years.</b> (Details must be furnished in Annexure-6)</p>	
4.	Educational Qualification (For "C" Category)	<b>PG Degree/Diploma Course In Direction/ Cinematography/ Editing/ Sound Recording &amp; Sound Design</b> from any Central/State Government recognized Institute or University. This academic qualification will be valid for only those, who graduated from aforesaid institutes in last five (05) years immediately preceding the year of application.	Copy of Degree/Diploma Certificate.
5.	Statutory Registrations	The bidder must have a valid GST Number and PAN Card in India.	Copy of valid certificate
6.	Black listing / Terminations	The agency/individual should not have been blacklisted by any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization as on date of submission of RFP.	A signed undertaking to this effect should be submitted on bidder's letter head.

**Technical Qualification Criteria**

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

Sr. No	Parameter	Maximum Score	Supporting Document
1.	<p><b>Average Annual Turnover during the last five financial.</b></p> <p><b>Category-A</b></p> <p>Rs. 01 Crore</p> <p><b>- 10 marks.</b></p>	20	CA Certificate Copy clearly indicating the relevant turnover.

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	<p>Above 01 Cr to Rs.05 Cr - <b>15 marks.</b>  Above Rs. 05 crore - <b>20 marks.</b></p> <p><b>Category-B</b></p> <p>Rs. 25 Lakhs - <b>10 marks.</b>  Above 25 Lakhs to Rs.50 Lakhs - <b>15 marks.</b>  Above Rs. 50 lakhs to less than 01 crore- <b>20 marks.</b></p> <p><b>Category-C:</b></p> <p><b>If clears the Pre-qualification (PQ) criteria-20 Marks</b></p>		
2.	<p>The Bidder must have executed project/ work order of similar nature with any State/Central Govt./PSU's/ULB's/Banks/Development Agency(Unicef/WHO etc)in India.</p> <p><b>For Category-A (duration not less than 01 min)</b></p> <p>10 Projects/WO - <b>10 Mark</b>  11-20 Projects/WO -<b>20 Marks</b>  20 or More - <b>40 Marks</b></p> <p><b>For Category B (duration not less than 30 Sec.)</b></p> <p>10 Projects/WO - <b>10 Mark</b>  11-20 Projects/WO -<b>20 Marks</b>  20 or More - <b>40 Marks</b></p> <p><b>Category-C (Of any duration)</b></p> <p>01 Projects/WO - <b>10 Mark</b>  02-05 Projects/WO -<b>20 Marks</b>  More than 05 Projects - <b>40 Marks</b></p>	40	<p>Related work orders / contracts for ongoing or completed projects.</p> <p>In case of ongoing project, it should be in existence for more than 06 months, preceding the submission date.</p>
3.	<p><b>Infrastructure facilities:</b>  If the bidder own studio and other production equipments.</p>	10	Attached valid proof of documents.
4.	<p>A detailed PPT presentation to be submitted online with the tender document  The presentation shall be evaluated on following parameters:</p> <p>i. Company/Individual past experiences-<b>10 Points</b>  ii. Team Strength - <b>05 Points</b>  iii. Previous Audio/Video produced by the bidder - <b>15 Points</b></p>	30	Technical Presentation *( To be submitted online with the tender document )
<b>Total</b>		<b>100</b>	

**Note: Category "C" - (Special Category)-Individual Empanelment.**

To promote young/fresh professional talents in the field of AV production who have degree / diploma from the Institutes set up by the Central Government or affiliated with UGC / AICT in

the area of film making or related fields like sound recording, editing, acting, directing, Cinematography, etc.

If the individual producers have already got themselves incorporated as proprietor firm/start Up Company, they will be required to submit the related documents along with PAN card, GST registration.

### **Bid Evaluation**

The bid evaluation process comprises of the following two steps:

Step I – Technical bid evaluation

Step II – Price bid evaluation.

#### **Step- I (Technical bid evaluation)**

Bidders, whose bids are responsive, based on eligibility on minimum qualification criteria as in Pre- Qualification Criteria and score **at least 60 marks** in the Technical Evaluation Criteria, would be considered as technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

\*Schedule for technical presentation will be communicated to bidders who qualify Pre- Qualification criteria. It is mandatory for bidders who qualify Pre- Qualification criteria to appear for Technical Presentation else the bid would not be considered for further evaluation. Bidder need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation.

#### **Step- II (Price Bid evaluation)**

The Financial Bids of technically qualified Bidders will be opened on the prescribed date by the department.

Based on lowest price bids, item wise L1 rates shall be decided. All Eligible bidders shall then be offered to match their rates with the L1 item wise rates, bidders agreeing to work at L1 rates shall then be empanelled for a period of 02 years which can be further extended as per the need & mutual agreement.

## **10. Assignment of Job**

- a. Directorate will be free to assign the job to any of the empanelled agencies under their respective Categories on its own discretion according to the need of the work and depending upon their technical and financial capacity.
- b. When a job assigned to an enlisted agency, they will be required to produce a script of work and obtain prior approval for the script of the entire production from the competent authority of the Department/Directorate, creative is being made for Proof of such approval must be submitted.
- c. Payment will be made only for creative, which have been finally approved by the competent authority of any Department/Directorate, who has assigned the job or upon whose request the job has been assigned by DPR.
- d. The creative's shall have to be produced in a certain time frame and in desired quality. Failure to do so may result in forfeiture of Performance Security Deposit in full or part as decided by the Directorate.

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

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

### 10.1 Contract Documents

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

### 10.2 Governing Law

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

### 10.3 Selected Proposer's Responsibilities

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

### 10.4 Recoveries from selected agency

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

### 10.5 Taxes & Duties

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

### 10.6 Copyright

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

### 10.7 Confidential Information

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

## 10.8 Notices

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

To,  
The Commissioner,  
Directorate of Public Relations,  
Banganga, Bhopal - 462001  
Ph: 0755-4096299

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

Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

## 12. Liquidated Damages

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

## 13. Termination

### 29.1 Termination for Default

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

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

In the event that DPR terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay

DPR for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

### **29.2 Termination for Insolvency**

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

### **29.3 Termination for Convenience**

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

### **29.4 Settlement of Disputes**

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

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

## **14. Exit Management**

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

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) plans for the communication with such of the Implementation Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the DPR's operations as a result of undertaking the transfer;
- c) (if applicable) proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by DPR and identification of specific security tasks necessary at termination;



- d) Plans for provision of contingent support to DPR, and Replacement Implementation Agency for a reasonable period after transfer.

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

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

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

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

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

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

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

### **32.1 Other conditions**

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

## **15. Payment Terms**

- a) The payments to the Agency shall be made only for creative, which have been finally approved by the competent authority of any Department/Directorate in INR in accordance with the provisions of this RFP.
- b) The payment will be based on rates finalized for the award of contract to the successful Firm.
- c) The GST would be paid at the prevalent rates on actual.
- d) All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- e) No Interest shall be paid on delayed payments.

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- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer in India, the DPR shall use its best efforts to enable the successful/ selected proposer to benefit from any such tax savings to the maximum allowable extent.

### 16. Annexure

#### 1: Pre-Bid Queries format

{To be filled by the bidder in Excel only}

**Name of the Company/Firm:**

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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

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

**Pre-Proposals queries should be sent at the e-mail address ([dpr.admin@mp.gov.in](mailto:dpr.admin@mp.gov.in)) mentioned in the RFP.**

**2: Covering Letter**

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

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

Dear Sir/Madam,

We, the undersigned, offer for empanelment of agency for audio-video production in accordance with your RFP and our Proposal. "We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

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

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and e-mail):

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

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

**3: Firm/ Company Information**

Following are the particulars of our organization:

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

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

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**5: Contact Details of officials for correspondence during bid process:**

<<On letterhead of Company>>

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

**6: Previous Work Details:**

<<On letterhead of Company>>

S. No	Description (Audio/Video/Spot/Documentary/Short Film)	Subject	Department	Work Order Date

## 17. Financial Bid Format (to be finalized)

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

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

Date:

Sub: Financial Bid for empanelment of agency for audio-video production.

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

Dear Sir,

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

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

For Category "A" and "B" Bidders								
S. No	Type of Creative	Duration of Creative						
		30 Sec	60 Sec	90 Sec	120 Sec	2-5 min	5-15 min	15-30 min
1	Video Spot							
2	Audio Spot							
3	Video Jingle							
4	Audio Jingle							
5	Animation Spot							
6	Documentary							
7	Short Film							

For Category "C"-Individuals				
S. No	Type of Creative	Duration of Creative		
		30 Sec	60 Sec	90 Sec
1	Video Spot			
2	Audio Spot			
3	Video Jingle			
4	Audio Jingle			
5	Animation Spot			

### Terms & Conditions: -

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

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

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and e-mail):

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

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

## 18. Format of Bank Guarantee for Performance Security

Issuing Bank: [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert: Name and Address of Bidder]

Date: \_\_\_\_\_

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

We have been informed that [insert: name of the Bidder] (hereinafter called "the Agency") has empanelled by Directorate of Public Relations, Govt. of Madhya Pradesh [Insert: reference number of the RFP] dated \_\_\_\_\_ with you, for audio-video production work (Hereinafter called the "Bid"). Furthermore, we understand that, according to the conditions of the RFP document, a performance guarantee is required.

At the request of the Bidder, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] (Rs\_\_\_) [insert: amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the RFP, terms and conditions without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

This guarantee shall be valid until the..... Day of ....., 2022.

We further agree that no change or addition to or other modification of the terms of the RFP document to be performed there under or of any of the RFP documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Our..... branch at..... (Name & Address of the ..... branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....branch a written claim or demand and received by us at our .....branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

\_\_\_\_\_  
[Signature(s)]

Signature of the Authorised Officer of the Bank)

Name and Designation of the Officer

Seal, name & Address of the Bank and the Branch



## 19. Self-Declaration

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

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

Date:

In response to the RFP dated \_\_\_\_\_ for empanelment of agency for audio-video production., as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,

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

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

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