

Request for Proposal (RFP)

FOR

**Empanelment of Agencies to
Conduct Information, Education and Communication (IEC)
activities for
The Meghalaya Energy Corporation Limited (MeECL)**

April 2021

Government of Meghalaya



Meghalaya Energy Corporation Limited (MeECL)

Lumjingshai Short, Round Road, Shillong
Meghalaya - 793001

Phone :

Website :

E Mail :

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Meghalaya Energy Corporation Limited ((hereinafter referred to as "MeECL"), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for MeECL, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own research and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

MeECL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. MeECL may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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SECTION I : INTRODUCTION

1.1 Invitation For Proposal

RFP Notice This RFP is being published by the Meghalaya Energy Corporation Limited (MeECL), for the “Empanelment of Agencies to Conduct Information, Education and Communication (IEC) activities for the Department”. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

This bid document is not transferable.

1.2 Data Sheet

1.2.1	Technical Proposal to be submitted in sealed envelope Name of the assignment : "Empanelment of Agencies to conduct IEC activities for the Meghalaya Energy Corporation Limited (MeECL)"
1.2.2	Last Date & time of submission of proposal: 14/05/2021; 10 am
1.2.3	Date & time of opening of Technical proposal: 20/05/2021; 11 am
1.2.4	Venue for Bid Submission: Office of the Meghalaya Energy Corporation Limited (MeECL), Lum Jingshai, Shillong, Meghalaya - 793001
1.2.5	Validity Period of the Technical Proposals: Proposal must remain valid 180 (one hundred eighty) days after the due date
1.2.6	Clarifications may be requested not later than 18/05/2021 The address for requesting clarifications : Chairman-cum-Managing Director, The Meghalaya Energy Corporation Limited (MeECL), Shillong Email ID:
1.2.7	1. Technical Bid opening: 20/05/2021 (11.00 Hrs) 2. Technical Presentation on sample creative: 20/05/2021
1.2.8	Agencies must submit only one hard copy which will be deemed as the original proposal and one soft copy on a CD for technical bid only. In case of any discrepancies between the original and the copy, the contents of the original bid shall govern.
1.2.9	The Proposal submission address is: Chairman-cum-Managing Director, The Meghalaya Energy Corporation Limited (MeECL)
1.2.9	Proposals received after the stated time and date will not be considered.

SECTION II : BACKGROUND

Meghalaya Energy Corporation Limited (MeECL), is a state-owned electric utility company headquartered in Shillong, Government of Meghalaya, India. It engages in Generation, Transmission and Distribution of Hydro-Power. MeECL invites detailed technical proposal from those applicants who are qualified in the Expression of Interest stage for empanelment of agencies for conducting IEC activities on various aspects for the Department.

Though the achievements of MeECL in the state of Meghalaya are commendable, the Department faces various issues especially with regards to educating and making the public of the State aware of its works and schemes from time to time. Despite many efforts from the part of the Government and MeECL, the consumers of the Corporation are ignorant about various measures that has been put in place by the Department to make the Corporation business friendly and consumer driven. Hence, The Department feels the need for an effective IEC campaign to educate and popularise various consumer friendly measures and schemes, create an enabling environment to bring about an attitudinal and behavioural change with regards to usage of power in the State and thereby creating demand and acceptance for various reforms.

In this campaign, it is intended to use very catchy creative ideas and materials in the field of Energy Usage, Energy Efficiency etc in order to convey the right message to the people (from kids to elderly) of Meghalaya.

2.1. Key Communication Objectives

Key objectives that need to be addressed through IEC have been identified as :

1. Maximizing public and customer relationship through cultivation of long term people and customer relationships with the Corporation. .
2. Gaining the trust of the public/customers for long term success.
3. To develop a stronger and sustainable bonds with the customers of the Corporation through the support of information and communication technologies.
4. Create awareness and setting up processes for regular communication with the customers and understanding and tracking customer expectations.
5. Creating effective systems for handling customer requirements regarding connections, metering, regular supply etc
6. Creating effective systems for communication for handling customer requirements regarding billing and collection procedures

7. Awareness and preventive maintenance to ensure effective and regular service for the customers of MeECL
8. Public awareness campaign through road shows and other offline medium where the Corporation is able to connect and be in direct touch with its customers
9. Publicity materials should be simple and be able communicate the message of the Corporation to everyone.

2.2. The Key Target Groups identified are :

General public especially:

- Rural Customers
- Urban Customers
- Private Organizations/Industries
- Government Entities
- General Public
- Media
- Headmen
- Nokmas
- Influencers
- Elected representatives

(Same messages should be designed differently for different target groups, above)

2.3. Scope

All publicity materials are expected to be very catchy (attention inviting) with huge component of entertainment, fun and information, evoking response as well as moral conscience towards responsible usage of power at individual level.

Scope of work will include :

1. Production of videos (for Advertisements and publicity materials for online and offline promotion) in English with Khasi, Garo and Pnar translation
2. Production of online webinar on Facebook with one host. The series should be in Khasi, Garo, Pnar and English.
3. Production of a theme song for MeECL with translation in Khasi, Garo and Pnar.
4. Production of a theme song for advertisement and jingles through radio channels
5. Production of creative designs for web based campaigns on social media
6. Production of themes, storylines, scripts for street play, dramas, lyrics, folk music, folk songs, magics etc. for offline ground activation campaign

7. Designing of hoardings and street furniture
8. Design of publicity collateral materials such as posters and pamphlets
9. Production of online contests and games for children and young people
10. Production of 'Save Electricity Contest' for the entire state
11. Creative design of banner ads and leaderboard ads to be advertised on online media portals
12. Creative design of newspaper ads to be advertised on different leading newspapers
13. Creative design of newsletter to be sent to all MeECL customers and Internal staff
14. Publish advertorials about various schemes and achievements of MeECL for different on different newspapers

SECTION III : CAMPAIGN REQUIREMENTS

3.1. Key Stakeholders

- Rural Customers
- Urban Customers
- Private Organizations/Industries
- Government Entities
- General Public
- Media

3.2. Objectives

The main objectives of the campaign are as follows:

- Create knowledge, skills, awareness and positive behaviour and attitudinal change amongst the identified target audience so that MeECL has a good image in public
- Formulate outreach programmes for facilitating direct contact with key stake holders for enhancing awareness for MeECL

3.3. Required Outputs from agencies:

The outputs required from the advertising agencies in brief are as follows:

3.3.1. Information, Education and Communication (IEC): Conceptualization and outreach

Agencies have to conceptualize various related Information, Education and Communication (IEC) materials and prepare creative designing, scripting for different forms of IEC activities, in different medium listed in the following groups. Same messages should be designed differently for different target groups.

1 **Visual media:** TV, Documentaries, interactive shows, visual materials, social media including web pages, internet etc

2 **Audio Media:** Radio spots & jingles and mobile telephone jingles

3 **Outdoor Media:** Press advertisements, outdoor IEC activities such as hoardings, bus/train panels, bus shelters, illuminated signage, wall paintings, road shows, other exhibition materials etc.

4 **Print Media:** Print materials like posters and pamphlets

5 **Mid Media:** Inter personal communication mid media programmes like street plays, folk arts, songs, dramas, street plays etc.

6 **Social Media:** Interactive and innovative campaign creatives for social media

campaigns

Agencies also would have to advise MeECL on other effective communication strategy including media options and formats for campaigns that the agency can creatively come up with. The IEC materials for all the above formats are required to be made in English, Khasi, Garo and Pnar as per requirement. They have to develop concepts, modes and design for outreach initiatives in rural and urban areas to create face to face contact points with the various target population through most effective media.

3.3.2 Awarding of work

MeECL will intimate the agencies that got selected for empanelment to submit technical and financial proposals as per the communication requirement of the Corporation from time to time. Work will be awarded to the agency that gets selected following a QCBS process. MeECL will provide/facilitate all technical inputs and will work closely with the advertising agencies in the formulation and planning of the required activities.

3.3.3 Release of Advertisements

All advertisements will be released following Government of Meghalaya guidelines and instructions

3.3.4 Empanelment period

The empanelment for the agency shall be for a period of 2 year from the date of empanelment which shall be reviewed periodically to assess the performance during the specified duration of empanelment. MeECL reserves the right to extend the same for one year at the same rates or cancel any empanelment without assigning any reason thereof.

SECTION IV: ELIGIBILITY CRITERIA

4.1. General Eligibility

This invitation to respond to the RFP is open to **agencies qualified in the EoI phase only and no consortium shall be permitted.** The agencies must be incorporated or registered under any of the following Acts - the Indian Companies Act, 1956 or The Partnership Act, 1932 and the Registration of Societies Act.

4.2 Instructions to Bidders

4.2.1 List of documents to be submitted as part of Proposal

Bidding organizations shall submit the following documents as part of their proposal

1. Covering letter in the format given at **ANNEXURE I.**
2. The Qualifying Financial strength details in the format given at **ANNEXURE IV -** (Certification by Chartered Accountant/Auditor is mandatory)
3. The Qualifying Experience details in the format given at **ANNEXURE-V, VI, VIII, VIII**
4. Copy RFP document duly signed in all pages by the authorized representative of concerned agency with seal
5. Any other supporting information that is relevant to proposal

4.2.2. Technical Bid

Details of the technical bids with duly filled in format given at **Annexure II in sealed cover.** Agencies shall submit technical proposal duly filled in format given at **Annexure II in sealed cover** and appropriately super scribed. Supporting hard and soft copies of IEC creative prepared by agencies for other organizations should also be submitted along with technical bid in separate sealed covers.

4.2.3 Important Dates

Upload of RFP document in official website	
Last date of submission of queries	
Last date for submission of bid	
Opening of Technical proposal	
Technical Presentations	

Letter of Intimation of empanelment	Within 45 days of opening of technical bid
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MeECL reserves the right to accept or reject any or all of the response to RFP without assigning any reason. MeECL takes no responsibility for delay, loss, or non-receipt of RFP or any letter sent by post either way.

4.2.4 Validity of Proposals

Proposals shall remain valid for a period of 180 (one hundred eighty) days after the due date of Proposal prescribed in RFP or any extensions thereof as communicated by MeECL to all bidders at any point of time either through email or in writing. A Proposal valid for shorter period may be rejected as non-responsive. MeECL may solicit the Respondents' consent to an extension of Proposal validity (but without the modification in Proposals).

SECTION V- EMPANELMENT PROCEDURE & ALLOCATION OF WORK

In order to empanel advertising agencies, MeECL has formed an Evaluation Committee to evaluate the Bids submitted by Respondents for a detailed scrutiny. During evaluation of Bids, MeECL, may, at its discretion, ask the Respondents for clarification of their Bids. Agencies scoring 70 marks and above out of 100 will qualify for empanelment

MeECL shall call for presentation of creative from the empanelled agencies from time to time. The Allocation of work shall be done on the basis of the presentations approved by an Evaluation Committee created for this purpose. For the production of the approved work, the agencies will be **required to submit with detailed specifications of the product readymade to be printed / copied in final formats** enabling MeECL to initiate a competitive bidding process.

Allocation of work shall be at the sole discretion of MeECL and the decision shall be final and binding.

SECTION VI : TERMS OF REFERENCE

6.1. Clarifications and amendments of RFP Document

6.1.1 RFP Clarifications

During technical evaluation of the Proposals, MeECL may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by MeECL.

6.1.2 Amendments in RFP

At any time prior to deadline for submission of proposal, MeECL may for any reason, modify the RFP. The prospective Respondents having received the RFP shall be notified of the amendments through website www.sanitation.kerala.gov.in and such amendments shall be binding on them.

6.2. Disqualifications

MeECL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:

Submitted the Proposal documents after the response deadline; Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; Submitted a proposal that is not accompanied by

required documentation or is nonresponsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Proposal; Declared ineligible by the Government of India/State Governments /UTIs for corrupt and fraudulent practices or blacklisted; Submitted a proposal with price adjustment/variation provision

6.3. Request for Proposal

The **Respondent** is expected to examine all the instructions, guidelines, terms and condition and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at **Respondent's** own risk and may be liable for rejection.

6.3.1. Pre Proposal Queries

The prospective Respondent, requiring any clarification on RFP may notify the same in the form of query to the MeECL by email sent to Executive Director, MeECL latest by _____, Tel: _____; email:_____. MeECL response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the MeECL website for all the prospective Respondents.

6.3.2 Preparation of Proposal

The Respondent shall comply with the following related information during preparation of the Proposal- The Proposal and all associated correspondence shall be written in **English** and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal. The Proposal shall be typed or written in indelible ink and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.

In addition to the identification, the covering letter shall indicate the name and address of the Respondent to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid. Respondents are not permitted to modify, substitute, or withdraw Proposals after its submission.

6.4. Duration of Empanelment

The empanelment will be for duration of two year from the date of empanelment. MeECL reserves the right to extend the same at the same rates or cancel any empanelment without assigning any reason thereof.

6.5. Right to Accept Proposal

MeECL reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

SECTION VII : GENERAL CONDITIONS OF CONTRACT (GCC)

7.1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the MeECL shall be final and binding on the Agencies.

7.2. Payment Schedule: No advance payment shall be made. Payment shall be made as per government orders and shall be based on milestones pre-defined at the time of work assignment.

7.3. Conflict of Interest

MeECL requires that Agencies provide professional, objective, and impartial advice and at all times hold the MeECL's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

7.4 Confidentiality

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Respondents or any other persons not officially concerned with such process until the empanelment process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its Proposal. Except with the prior written consent of the MeECL, the Agencies and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

7.5. Fraud & Corruption

MeECL requires that Agencies selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. MeECL will reject the application

having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

7.6. In pursuance of this policy, MeECL:

- i. Defines, for the purposes of this provision, the terms set forth as follows: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MeECL or any personnel of Agencies in contract executions.
- ii. "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to MeECL, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MeECL of the benefits of free and open competition;
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the MeECL in Section IV.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- v. "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the IEC Bureau, designed to establish prices at artificial, non competitive levels

7.6.1 Will reject a proposal for award, if it determines that the Respondent recommended for award has been determined by MeECL to having been engaged in corrupt, fraudulent or unfair trade practices.

7.6.2. Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

7.7. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the "MeECL" and „the Agencies“. The Agencies subject to this contract for empanelment has complete charge of personnel and Sub-Agencies, if any, performing the services under the Project executed by MeECL from time to time. The Agencies shall solely be fully responsible for the services performed by them or on their behalf hereunder.

7.8 Standards of Performance

The Agencies shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional

standards and practices. The Agencies shall always act in respect of any matter relating to this contract as faithful advisor to MeECL. The Agencies shall always support and safeguard the legitimate interests of MeECL in any dealings with the third party. The Agencies shall conform to the standards laid down in RFP in totality.

7.9. Change Orders

Subject to premature termination of contract, MeECL may at any time before completion of work under project awarded to empanelled Agencies, change the work content by increasing/reducing the quantities of the services by 20% as mentioned in the Contract Agreement for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agencies will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated for providing services to MeECL. All submissions made by the Agencies after the award of contract must be countersigned by the Head – Creative of the Agencies.

Detailed Service Levels have been defined in Annexure IX

7.10. Delivery and Documents

As per the time schedule agreed between the Parties for specific projects given to the empanelled Agencies from time to time, the Agencies shall submit all the deliverables on due date as per the delivery schedule. The Agencies shall not without the MeECL's prior written consent disclose the Contract, content of creative, drawings, specifications, plan, pattern, samples etc to any person other than an entity employed by MeECL for the performance of the Contract. In case of termination of the Contract all the document used by the Agencies in the execution of project shall become property of MeECL.

7.11. Agencies' Personnel

The Agencies shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by MeECL and it is desirable from the Agencies to deploy personnel, who have adequate experience in the domain related to the project. It is desirable that for Domain-related Projects, the Consultant/ Agencies must hire the services of Domain Specialists, on a case to case basis, to work on the Project effectively.

7.12. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India.

7.13. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Agencies in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agencies shall indemnify the MeECL from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agencies, MeECL shall be defended in the defense of any proceedings which may be brought in that connection.

The copyright of all content created under this contract shall be owned by MeECL and the agencies will not utilize this anywhere else and/or for any other work/organization without the explicit written permission of MeECL.

7.14. Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

7.15. Sub Contracts

The Agencies shall notify the MeECL in writing of all sub contracts awarded for execution of the Project, if not already specified in the Proposal. Such notification in their original Proposal or later, shall not relieve the Agencies from any liability or obligation under the Contract.

7.16. Assignments

The Agencies shall not assign the project to any other agencies, in whole or in part, to perform its obligation under the Contract, without the MeECL's prior written consent.

7.17 Payment

In the event of a Force Majeure, which restricts the agencies from performing their services, the Agencies shall be entitled to payments under the terms of this contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the service after the end of such period.

7.18. Performance Assessment

If during execution of the assigned work by agency, following problems were to be found, then a penalty of 1% of the Contract value per week (subject to maximum of 20%) may be imposed by MeECL:

- Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- Delays in deliverables
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet MeECL's requirements
- Inadequate interaction with the MeECL
- The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable
- If the delay is beyond 10 weeks then MeECL may rescind the Contract and shall be free to get it done from other Agencies at the risk and costs of the appointed Agencies. MeECL may debar the Agencies for applying in its future empanelment also.

7.19. Liquidated Damages

If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent, non supportive attitude of the Consultant/ Agencies and MeECL decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered as liquidated damages from the Agencies. Besides, all the payments already done for such service shall also be recovered. This shall be without prejudice to other remedies available under this contract to MeECL.

7.20. Suspension

MeECL may, by written notice to Agencies, suspend all payments to the Agencies if the Agencies fails to perform any of its obligations under this Contract including the carrying out of the services, provided that such notice of suspension which Shall specify the nature of failure and shall request the Agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant/ Agencies of such notice of failure.

7.21. Termination

Under this Contract, MeECL may, by written notice terminate the Agencies in the following ways

- Termination by Default for failing to perform obligations under the Contract or
- If the quality is not up to the specification or in the event of non adherence to time schedule.
- Termination for Convenience in whole or in part thereof, at any time
- Termination for Insolvency if the Agencies become bankrupt or otherwise insolvent.

In all the cases above termination shall be executed by giving written notice to the Agencies as prescribed in the GCC Clause of RFP. No consequential damages shall be payable to the Agencies in the event of such termination.

7.22. Force Majeure

Notwithstanding anything contained in the RFP, the Agencies shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this clause "Force Majeure" means an event beyond the control of the Agencies and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the MeECL, regarding Force Majeure shall be final and binding on the Agencies.

If a Force Majeure situation arises, the Agencies shall promptly notify to the MeECL in writing, of such conditions and the cause thereof. Unless otherwise directed by the MeECL in writing, the Agencies shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.23. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

7.24. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then, Clause **Resolution of Disputes** of GCC shall become applicable.

7.25. Resolution of Disputes

In the case dispute arising between the MeECL and the Agencies, which has not been settled amicably, such dispute shall be referred to a panel of arbitrators, to be appointed jointly by both the parties. The arbitrators with the consent of parties may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, Arbitration proceedings will be held in Shillong and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the MeECL and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

7.26. Taxes and Duties

The Agencies shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on amount payable by MeECL under the contract. The Agencies, sub -Agencies and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

7.27. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Shillong only.

7.28. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice , request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

Sd/-

Chairman-cum-Managing Director

ANNEXURE I: COVERING LETTER (ON RESPONDENT'S LETTER HEAD)

To

Chairman-cum-Managing Director
Meghalaya Energy Corporation Limited (MeECL)
Lumjingshai Short, Round Road
Shillong - 793001, Meghalaya

Dear

Sub: Proposal for Empanelment of Agencies to conduct Information, Education and Communication activities for the Meghalaya Energy Corporation Limited (MeECL)

Having examined the RFP, we, the undersigned, offer to be empanelled to conduct "Information, Education and Communication activities for the Meghalaya Energy Corporation Limited (MeECL)" in full conformity with the said RFP.

We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by this Proposal, consisting of this letter, the Technical Proposal, the duly notarized written power of attorney, and all attachments from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us

.

We understand you are not bound to accept any proposal you receive.

Dated this : [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Name of Firm:

Address:

ANNEXURE II : FORMAT FOR SUBMISSION OF TECHNICAL BID

i) General Details

1.	Legal Name of the Agency	
2.	Registered office address with phone/fax, e-mail	
3.	Agency is blacklisted by Government	Yes or No
4.	Agency registered under which Act	
5.	Registration Number and Date of Registration	
6.	Total Working experience	
7.	Overall Experience in Social Sector (Core competency) w.r.t Government Agencies/PSUs and Private organisations	_____ (List to be attached - Annexure-A)
8.	Total Working experience in Meghalaya	_____ (List to be attached - Annexure-B)
9.	Staff strength for in-house production & technical support team	_____ (List to be attached - Annexure-C)
10.	No. of Projects amounting to min. 10 lakh budget on various IEC and social media related projects	_____ (List to be attached - Annexure-D)
11.	Number of State Level IEC conducted	
12.	Income Tax Return for three years	In lakh (copy to be enclosed) 2018-2019 2019-2020 2020-2021
13.	Contact person and contact number and e-mail ID	
14.	Income Tax No. & Certificate	
15.	Trading License from District Council	
16.	PAN/TAN/GSTN No.	
17.	No. of Staff (details in a separate sheet along with their names)	

ii) Team Composition

a) Provide here a brief description of the background and your firm/entity and each associate for this Assignment/Job. The brief description should include ownership details, date and place of incorporation of the firm, organization structure in terms of departments/cells for various communication activities (e.g. Research Wing for CNA, evaluation etc. capacity for overseeing implementation of activities like media roll outs, designing creative, organizing events, audio visual, outdoor, designing/ printing etc.; separate units for development/rural/social communications),with regard to your core competent area to which you intend to bid ,branch offices etc.

b) Please specify & provide details of people/team that is proposed to handle the assignments part of this campaign – overall, each segment i.e. media, outreach, events etc.

c) Please provide the team structure including the lead creative & lead client servicing

d) Please provide the estimated man hours per month that each member may spend on the campaign including the no. of days that lead client-servicing person will spend at client site.

ANNEXURE III : PROPOSED PLAN FOR THIS PROJECT

Sl. No	Description	Give in Detail on
1	Communication Approach & Methodology w.r.t to the deliverables mentioned in the RFP	Understanding of the deliverables
		Strategic Thinking
		Implementation Strategy – For media, outreach, & events etc
2	Creative suggested by the agency w.r.t Scope and IEC conceptualization and outreach.	Indications on creative materials
3	Media Plan	Traditional
		Non-Traditional
4	CVs of Key Functionaries (excluding Support & admin. Staff)	Team Leader/Strategic Planner, Creative Director, Manager Client Servicing, Research, Production & final Delivery, Others, etc

AGENCY'S EXPERIENCE

ANNEXURE IV : FINANCIAL STRENGTH OF THE FIRM

S.No.	Financial Strength	Turnover (in INR Lakh)
1.	FY 2018-19	
2.	FY 2019-20	
3.	FY 2020-21	
Total		
Average for the last 3 years		

(To be supported with Audited Financial Statements)

ANNEXURE V: IEC ACTIVITIES CONDUCTED IN MEGHALAYA/OTHER STATES

i) Past Experience

S.No.	Name of the IEC activity conducted	Department/Organization address	with	Year
1.				
2.				
3.				
4.				

(* furnish details in the table below, use separate tables for each project)

S.No	Item	Details
	General Information Client Name Address	
	Campaign Details Name of the campaign Start Date/End Date Current Status (work in progress, completed etc.)	
	No. of locations	
	Brief description of scope of work	
	Size of the project Order Value of the project (in lakh)	

ii) Office locations

S No	City	Address

ANNEXURE VI : STAFF FOR IN-HOUSE PRODUCTION AND TECHNICAL SUPPORT TEAM

S.No.	Name of the Expert/Staff	Higher Education Qualification (specify the degree)	Year of passing	Board/University
1.				
2.				
3.				
4.				
5.				

ANNEXURE VII : PROJECT OF MIN. 10 LAKH BUDGET EXECUTED

S.No.	Name of the IEC Project/Department	Cost of the project (Rs in Lakh)	Duration	Completion status with completion certificate
1.				
2.				
3.				
4.				
5.				

ANNEXURE VIII : STATE LEVEL IEC EVENTS CONDUCTED

S.No.	Name of the State level IEC event conducted and Department	Cost of event (Rs in Lakh)	Duration/date	Completion status with completion certificate
1.				
2.				
3.				
4.				
5.				

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Note : All documents must be submitted, properly marked as Technical Bid in sealed envelopes. The Technical Bid must also contain a soft copy of the technical bid within the sealed cover. In case of dispute, content submitted in the proposal submitted as „Original“ shall be binding.

PRESENTATION

Subsequent to the opening of technical proposal of the RFP, the responsive bidders will be called for a presentation of the technical proposal. The structure given below should be followed. All information provided should be same as provided in RFP.

STRUCTURE OF THE PRESENTATION

I . About Agency – 5 slides

Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/Job. The brief description should include ownership details, date and place of incorporation of the firm, organization structure in terms of departments/cells for various communication activities (e.g. Research Wing for CNA, evaluation etc. capacity for overseeing implementation of activities like media roll outs, designing creative, organizing events, audio visual, outdoor, designing/ printing etc.; separate units for development/rural/social communications), branch offices etc. Profile and credentials of key staff engaged in communication & creative development.

II. Agency Experience

Using the format below, provide information on each Assignment/Job – 3 slides per Job

Using the format below, provide information on each Assignment/Job for which your firm is carrying/carried out Assignment/Job similar to the ones requested under this Assignment/Job:

1. Name of Employer :
2. Total No of staff and months of the Assignment/Job
3. Approx. value of the contract (in Rupees) :
4. Start date (month/year): Completion date (month/year)
5. Villages covered (state-wise)
6. Description of actual Assignment/Job provided by your staff within the Assignment/Job:

III. Description of Approach, Methodology and creative content and Work Plan – 15 slides

Approach, methodology and creative content to on the followings-

- a) Conceptualization and communication strategies of Hoardings, Video Production, Online Webinars And ThemeSong
- b) Methodology for writing and composing content for Advertorials and designing of Street Furniture, Pamphlets and online Creatives
- c) Strategies for offline ground activation campaigns and online contests

ANNEXURE : IX Service Level and Deliverables (SLAs)

Description	Deliverables	SLAs
A. Video Component		
Promotional Video	Conceptualisation and creative content submission	<ul style="list-style-type: none"> • Presentation of the concept based on MeECL brief • Presentation of Scripts , story boards, scene descriptions, actor descriptions to the client for suggestions/approval (based on the MeECL Brief) • Creative content should be innovative, funny, simple, easy to understand, easy to recall, adaptable in regional languages
Testimonial Video	Conceptualisation and creative work submission	
Online Webinar	Conceptualisation and creative content submission	<ul style="list-style-type: none"> • Presentation of the concept based on the MeECL brief • Provide topics, suggest guests to be brought in for live interview • Creative content should be innovative, simple, easy to understand and easy to recall. All online webinars will be in English only.
Theme Song	Conceptualisation and creative content submission	<ul style="list-style-type: none"> • Presenting Lyrics, Tune, Scripts , story boards, scene descriptions actor descriptions to the client for suggestions/approval (based on the MeECL Brief) • Creative content should be innovative, simple, easy to understand, easy to recall, adaptable in regional languages
B. Print Component		
Press Ad	Physical Specimen and Soft Copies (JPEGs and CDR)	<ul style="list-style-type: none"> • Presentation of first draft creative content for its approval (based on the MeECL Brief) • Presentation of final artwork (after incorporating suggestions by MeECL) for final approval • Creative content should be innovative, simple, easy to understand, adaptable in regional languages • Submission of physical specimen and raw footage on time • Quality should be adherent to the standards • Completion of work within pre defined timelines
Hoarding	Physical Specimen and Soft Copies (JPEGs and CDR)	<ul style="list-style-type: none"> • Presentation of first draft creative content for its approval (based on the MeECL Brief) • Design and presentation of creatives to MeECL for final approval • Creative content should be innovative, simple, easy to understand, easy to recall, adaptable in regional languages • Submission of physical specimen and raw footage on time • Quality should be adherent to the standards. • Completion of work within pre defined timelines

Pamphlets & Posters	Physical Specimen and Soft Copies (JPEGs and CDR)	<ul style="list-style-type: none"> • Presentation of first draft creative content for its approval (based on the MeECL Brief) • Design and presentation of creatives to MeECL for final approval • Creative content should be innovative, simple, easy to understand, easy to recall, adaptable in regional languages • Submission of physical specimen and raw footage on time • Quality should be adherent to the standards. • Completion of work within pre defined timelines
Street Furniture (Wall Garphiti, Stadium, Cinema)	Physical Specimen and Soft Copies (JPEGs and CDR)	<ul style="list-style-type: none"> • Presentation of first draft creative content for its approval (based on the MeECL Brief) • Design and presentation of creatives to MeECL for final approval • Creative content should be innovative, simple, easy to understand, easy to recall, adaptable in regional languages • Submission of physical specimen and raw footage on time • Quality should be adherent to the standards. • Completion of work within pre defined timelines
Advertorial	Articles promoting the achievements/works of the Department	<ul style="list-style-type: none"> • Presentation of first draft article for its approval (based on the MeECL Brief) • Present final draft to MeECL for final approval • Article should be informative, simple, easy to understand and easy to read in Khasi, Garo, Jaintia and English • Quality should be adherent to the standards. • Completion of work within pre defined timelines
C. Social Media		
Creatives	Soft Copies (JPEGs/High Resolution)	<ul style="list-style-type: none"> • Presentation of various schemes and achievements for approval (based on the MeECL Brief) • Presentation of final schemes to highlight (after incorporating suggestions by MeECL) for final approval • Creative content should be innovative, simple, easy to understand, adaptable in regional languages (Khasi, Garo, Jaintia, English) • Quality should be adherent to the standards • Completion of work within pre defined timelines
Newsletter	Newsletters to be sent out every month to all MeECL customers and Internal staff	<ul style="list-style-type: none"> • Presentation of first draft article for its approval (based on the MeECL Brief) • Present final draft to MeECL for final approval • Newsletter should be informative, simple, easy to understand, and easy to read in Khasi, Garo, Jaintia and English • Quality should be adherent to the standards. • Completion of work within pre defined timelines

Online Contest	Designing Creatives and Content Writing to conduct contest for kids and young people online giving free t-shirts and free LED bulbs	<ul style="list-style-type: none"> • Presentation of contest idea (based on the MeECL Brief) • Presentation of final deliverables (after incorporating suggestions by MeECL) for final approval • Creatives for the contest should be innovative, simple, easy to understand and adaptable in regional languages (Khasi, Garo, Jaintia, English) • Quality should be adherent to the standards • Completion of work within pre defined timelines
Save Electricity Contest	15 minutes switch-off campaign	<ul style="list-style-type: none"> • Presentation of contest idea (based on the MeECL Brief) • Presentation of final implementation schedule (after incorporating suggestions by MeECL) for final approval • Creatives for the contest should be innovative, simple, easy to understand and adaptable in regional languages (Khasi, Garo, Jaintia, English) • Quality should be adherent to the standards • Completion of work within pre defined timelines
D. Road Shows		
On-ground activation campaigns	Road Shows to be conducted on Market Days	<ul style="list-style-type: none"> • Presentation of schemes and achievements for approval to be highlighted in the road shows (based on the MeECL Brief) • Presentation of final schemes/achievements to highlight (after incorporating suggestions by MeECL) for final approval • Shows should be innovative, simple, easy to understand and adaptable in regional languages (Khasi, Garo, Jaintia, English) • Completion of work within pre defined timelines
E. Digital Ads		
Banners and Leaderboard Ads	Banners and Leaderboard Ads to be placed on leading digital platforms in Meghalaya	<ul style="list-style-type: none"> • Presentation of first draft creative content (banners and leaderboard ads) for its approval (based on the MeECL brief) • Presentation of final artwork (after incorporating suggestions by MeECL brief) • Implementation strategies • Shows should be innovative, simple, easy to understand and adaptable in regional languages (Khasi, Garo, Jaintia, English) • Completion of work within pre defined timelines

S.NO.	Activity	Activity Details	Projected/Estimated engagement during the Project	Fee per activity in INR. Per activity rate is rate of conducting one such activity (rate to not be more than already approved Govt. rates if any)	Total Amount (To be quoted by the agency) in INR.
1.	Video Production (End-to-end)	<ul style="list-style-type: none"> - Promotional Videos - Testimonials Videos - Online Webinars - Theme Song 	<ul style="list-style-type: none"> 3 Promotional Videos (<5 mins each) 8 Testimonial Videos (<5 mins each) 4 Online Webinars (<30 mins each) 1 Video/Audio Theme Song (<5 mins each) 		
2.	Print Component	<ul style="list-style-type: none"> - Ads on leading local newspapers of Meghalaya (Khasi, Garo, Pnar) - Hoarding - Pamphlets & Posters - Street Furniture (Wall Garphiti, Stadium, Cinema) - Advertorial 	<ul style="list-style-type: none"> 3 physical ads 11 districts Should be printed in all three languages around 30,000 copies (Khasi, Garo, Pnar) 12 Street furniture across all 11 districts 10 Advertorial in Khasi, Garo and English to be published across all physical papers and digital portals 		
3.	Social Media	<ul style="list-style-type: none"> - Creatives - Newsletter 	<ul style="list-style-type: none"> - 2 creatives per week covering national/international and local events across 24 weeks - 6 digital editorial newsletters for MeECL customers and staff 		

		<ul style="list-style-type: none">- Online Contest to be conducted giving free t-shirts to kids/young people- Online Contest to be conducted giving free LED bulbs to consumers- Save Electricity Contest	<ul style="list-style-type: none">- 2 contest per month for 6 months. 120 t-shirts to be given away.- 2 contest per month for 6 months. 24 LED bulbs to be given away.- 2 electricity contest to be conducted in 2 quarter		
4.	Road Shows	<ul style="list-style-type: none">- On-ground activation campaigns to be conducted	<ul style="list-style-type: none">- This exercise should be conducted in all 11 districts		
5.	Digital Ads	<ul style="list-style-type: none">- Banners and Leaderboard Ads	<ul style="list-style-type: none">- 6 digital ads (banners and leaderboard)		



Chairman cum Managing Director