

Request for Proposal

for

**Selection of Agency for Providing Marketing and
Communication Support to CGMFPFED**

Issued By:

**MD, Chhattisgarh Minor Forest Produce Cooperative
Federation Limited, Van Dhan Bhawan, Nava
Raipur, Atal Nagar, Chhattisgarh**

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Press Note

	CHHATTISGARH STATE MINOR FOREST PRODUCE (T&D) CO-OPERATIVE FEDERATION LTD. VAN DHAN BHAWAN NAVA RAIPUR ATAL NAGAR, PHONE NO. (0771) 2513100 E-mail: mfpfed.cg@nic.in; Website: www.cgmpfed.org																
S.No./Fed/PMU/Brand Promotion/2023/1	Dated 01/05/2023																
Tender Notice																	
Selection of Agency for Providing Marketing and Communication Support to CGMFP Fed. CGMFP Fed. invites proposal from eligible bidders in prescribed format.																	
<table border="1"><thead><tr><th>Bid Round</th><th>Date of which RFP can be downloaded from website</th><th>Last date of Submission of Tender</th><th>Date of Opening of Technical Bid</th></tr></thead><tbody><tr><td align="center">First</td><td align="center">04.05.2023</td><td align="center">31.05.2023, 03 PM</td><td align="center">31.05.2023, 04 PM</td></tr><tr><td align="center">Second</td><td align="center">05.06.2023</td><td align="center">12.06.2023, 03 PM</td><td align="center">12.06.2023, 04 PM</td></tr><tr><td align="center">Third</td><td align="center">15.06.2023</td><td align="center">22.06.2023, 03 PM</td><td align="center">22.06.2023, 04 PM</td></tr></tbody></table>	Bid Round	Date of which RFP can be downloaded from website	Last date of Submission of Tender	Date of Opening of Technical Bid	First	04.05.2023	31.05.2023, 03 PM	31.05.2023, 04 PM	Second	05.06.2023	12.06.2023, 03 PM	12.06.2023, 04 PM	Third	15.06.2023	22.06.2023, 03 PM	22.06.2023, 04 PM	
Bid Round	Date of which RFP can be downloaded from website	Last date of Submission of Tender	Date of Opening of Technical Bid														
First	04.05.2023	31.05.2023, 03 PM	31.05.2023, 04 PM														
Second	05.06.2023	12.06.2023, 03 PM	12.06.2023, 04 PM														
Third	15.06.2023	22.06.2023, 03 PM	22.06.2023, 04 PM														
The eligibility criteria, terms and conditions and other details are set out in the RFP document which can be downloaded from the website www.cgmpfed.org Modification / Amendment / Corrigendum to the Tender document, if any, shall be uploaded on the website only.																	
Managing Director																	

Important Dates

1.	Pre-Bid Meeting	16-05-2023 at 3:00 Pm Venue: Vandhan Bhawan, 4 th Floor Conference Hall Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.
2.	Last Date of Submission of Bid	31-05.2023 by 3:00 Pm
3.	Date of Opening of Technical Bid	31.05.2023 by 4:00 Pm

Table of Content

Contents

DISCLAIMER.....	4
IMPORTANT INFORMATION.....	6
SECTION 1- BACKGROUND AND PROJECT BRIEF	7
SECTION 2- SCOPE OF WORK AND TERMS & CONDITIONS	8
SECTION 3- MIMIMUM ELIGIBILITY CRITERIA	13
SECTION 4- INSTRUCTION TO THE BIDDERS	14
SECTION 5 – EVALUATION OF BIDS.....	22
Annexure –1- PROPOSAL COVERING LETTER	26
Annexure –2- GENERAL INFORMATION ABOUT BIDDER.....	28
Annexure 3 - FORMAT FOR POWER OF ATTORNEY.....	29
Annexure 4 - TECHNICAL BID FORMAT	31
Annexure 4 (A)- TECHNICAL BID FORMAT (Details of tools available with the Bidder)	33
Annexure 4(B) - TECHNICAL BID FORMAT (Curriculum Vitae).....	34
Annexure 5 – FINANCIAL CAPACITY	36
Annexure 6 – LIST OF CLIENTS	37
Annexure 7 - CHECKLIST OF DOCUMENTS.....	38
Annexure 8 - FINANCIAL BID SHEET	39

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

DISCLAIMER

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the **Federation** or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Chhattisgarh State Minor Forest Produce Cooperative Federation Limited, Van Dhan Bhawan, Nava Raipur, Atal Nagar, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Federation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Federation, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

The issue of this RFP does not imply that the Federation is bound to select Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Federation reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

IMPORTANT INFORMATION

1.	Name of the project	Request for Proposal for Selection of Agency for Providing Marketing and Communication Support to CGMFPFED
2.	RFP issued by	Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited
3.	Date of issue of RFP	01.05.2023
4.	Date of sending Pre-bid Query	On or Before 15-03-2023 @ mfpfed.cg@nic.in and cgmfpfed.vandhan@gmail.com in the prescribed format as per clause 4.2 of the RFP
5.	Date of Prebid Meeting	16-05-2023 at 03:00 Pm Venue: Vandhan Bhawan, 4 th Floor Conference Hall Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.
6.	Period of Contract	Three (03) years from the date of signing of Agreement
7.	Cost of RFP Documents	INR. 1500.00 (One Thousand Five Hundred) in form of DD drawn in the favour of “Managing Director, Chhattisgarh State Minor Forest Produce Co-operative Federation Limited”
8.	Earnest Money Deposit	INR. 15,000.00 (Fifteen Thousand only) in the form of DD drawn in the favour of “Managing Director” Chhattisgarh State Minor Forest Produce Co-operative Federation Limited
9.	Last date and time of Submission of bid	31.05.2023 by 3:00 Pm
10.	Opening of Technical Bid	31.05.2023 by 4:00 Pm
11.	Opening of Financial Bid	Time & Date will be intimated later
12.	Selection Method	Quality Cum Cost Based Selection (QCBS)
13.	Place of obtaining RFP Documents	The tender can be downloaded from website of CGMFPFED Website URL: https://www.cgmfpfed.org/
14.	Email for Correspondence	mfpfed.cg@nic.in and cgmfpfed.vandhan@gmail.com

SECTION 1- BACKGROUND AND PROJECT BRIEF

1. Background

1.1 Chhattisgarh Minor Forest Produce Federation (CGMFPFED) is a state-level cooperative organization that works towards the collection, processing, and marketing of non-timber forest produce (NTFP) and minor forest produce (MFP) in Chhattisgarh, India. The organization was established in 1976 and operates under the Chhattisgarh State Minor Forest Produce (Trading and Development) Cooperative Federation Limited Act, 1975. CGMFPFED is responsible for ensuring fair prices to forest dwellers for their produce and promoting sustainable forest management practices.

The Chhattisgarh Minor Forest Produce Federation (CGMFPFED) has launched the Chhattisgarh Herbs Brand, featuring a variety of herbal products made from natural ingredients sourced from the forests of Chhattisgarh. This brand offers forest dwellers an opportunity to showcase their traditional knowledge and skills while promoting sustainable forest management practices.

Chhattisgarh Herbs products are sold through online as well as offline retail channels. The offline channels include flagship Sanjeevani Stores as well as retailers. Online channels include Amazon/ Flipkart and own website of CGMFPFED - Chhattisgarhherbal.com. The website provides information about the products and their benefits, as well as an online store for customers to purchase them.

1.2 CGMFPFED prepares, publishes and circulates various advertisements, notices, marketing booklets, and label designs for various products of Chhattisgarh Herbs etc. for dissemination of information and marketing of various products from time to time. Various types of Presentations, Booklets, Brochures, and other media materials are required to be prepared and circulated for public, seminars, meetings, conferences, VIP visits etc. Promotional Material is to be prepared and uploaded on social media, including handling social media platforms for effective outreach to the public and stakeholders. The materials are produced in English, and Hindi Languages. CGMFPFED also intends to document and prepare archive of important events, publicity material in print, audio and video forms. CGMFPFED requires human resources and intellectual support for the above purpose and intends to select a firm for providing such services through this RFP. The primary objective of performing all these marketing activities is increase in sale and revenue from both online and offline channel.

SECTION 2- SCOPE OF WORK AND TERMS & CONDITIONS

2. Scope of Work and Terms & Conditions

2.1 Scope of Work

S.No	Category	Description	Objective/ Goal
1	Paid Campaign Management & Consulting	Planning & Strategizing digital paid ad campaign for Chhattisgarh Herbals, which should include (but not limited to) the following - which channels to be used, campaign design, creative design and scheduling, objective and key result planning, ROI planning, data analytics design and planning, tools integration, tag management, tracking planning etc.	Campaign planning to drive business growth from chhattisgarhherbal.com and other available e-commerce portals
2	Paid Ads Management	Paid ads to be managed in below mentioned channels	
2.1	i)	Facebook Ads	To bring more Reach & Impressions, traffic and sales for cg herbals products
2.2	ii)	Instagram Ads	To bring more Reach & Impressions, traffic and sale for cg herbals products
2.3	iii)	Google Ads	To bring more Reach & Impressions, traffic and sales for cg herbals products
2.4	iv)	Youtube Ads	To bring more Reach & Impressions, traffic and sales for cg herbals products
2.5	v)	Display Ads	To bring more Reach & Impressions, traffic and sales for cg herbals products
2.6	vi)	Search Ads	To bring more Reach & Impressions, traffic and sales for cg herbals products
2.7	vii)	Local Ads /Discovery Ads/Whatsapp destination Ads	To bring more Reach & Impressions, traffic and sales for cg herbals products
3	Content Creation	Ads Content & Creatives	All Ad creatives as per campaigns specifications for all Ad platforms (including product photography whenever necessary.)
4	Campaign Creation	Campaign creation as per product & objective	Min. 15 Campaigns per month including all channels, for each of the 5 zones (North, South, East, West and Central)
5	Data Analytics	Real-Time Data Analytics & Reporting dashboards for all paid campaigns	All channels' Data analytics Dashboard

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

		web analytics, campaign analytics, ad analytics, traffic and cost analytics, growth analytics	
6	Product Listing - Facebook & Google Merchant Center	Product Listing on Facebook & Google merchant for product selling.	Listing all products sanctioned by CGMFP Management (Approx. 100) in Google Merchant Centre and Facebook Catalog
7	SEO	Minimum 10 blogs per month (Hindi & English) SEO of chhattisgarhherbal.com- keyword Analysis, Onpage SEO and off page SEO, local SEO, product pages SEO of <i>chhattisgarhherbal.com</i> official website on top 10 on all relevant keyword	Targeting all product and category keywords- [10 products per month] of chhattisgarhherbal.com
8	Social Media Management	<ul style="list-style-type: none"> ● Posting 25 different types of creatives in all 5 channels every month (facebook, instagram, GMB, LinkedIn & Twitter) ● General Social Media Strategy and Social Media Integrated Marketing Consulting ● Development and execution of a social content strategy ● Development of content for social media postings (including audio and video content) ● Data Analytics, AI-Data Visualization and Real Time Dashboard Integration 	Posting 25 creatives in all 5 channels per month
9	Landing Page Creations	Offer & campaign based three landing page for ex. remedies/hampers/festivals/ Bundle	3 landing pages will be created for a specific audience with relevant products
10	E-Commerce Listing Management	Manage product listing including category approval, A+ content creation, brand page set-up etc	Amazon, Flipkart, Big Basket, Meesho, Purple etc.
11	Designing	Conceptualize designs for print and electronic communications. This could include brochures, presentations, posters, appointment advertisements, outdoor communications, hoardings, signage, promotional material for events, Display drawings, stationery design, news materials, electronic communications etc	In-house design support for all type of design and creative needs
12	Content Writing/ Blogging	Content writing for all advertisements, posters, banners, news articles, blog articles, publications in English as well as Hindi etc.	In-house team for content creation for offline as well as online promotional activity
13	Circulation Support	Maintain customer details through CRM and manage communications with various target groups	For effective and timely circulation of print and electronic marketing communication

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

2.2 Terms and Conditions

2.2.1 The Service provider shall deploy the following personnel having required qualifications and experience as below:

S.No	Role	Educational Qualification	Desirable Experience	Resource Deployment
A	Project Manager cum Digital Marketing Head	PG Diploma in Business Management/ MBA should hold Certificate in relevant Subject matter such as Digital marketing/ecommerce/ Data science/ performance marketing ,Experience in handling international/national level projects and team of digital marketing managers	Minimum 8 years of experience in managing projects of digital marketing and ecommerce/IT sector	The person shall be deployed at the head office of the service provider. The person shall devote at least 3 days every month at the head office of CGMFPFED
B	Team Leader cum Digital Marketing Manager	PG Diploma in Business Management/ MBA	Minimum 3+ years of experience in managing projects of digital marketing	The person shall have 100% deployment at the head office of CGMFP Federation
C	Graphic Designer	Graduation in any discipline	Minimum 5 years' experience in design related work	The person shall have 100% deployment at the head office of CGMFP Federation
D	Art Work Executive	Graduation in any discipline	Minimum 3 years' experience in design related work	The person shall have 100% deployment at the head office of CGMFP Federation
E	Content Writer - English	Bachelor's degree in communications/ Marketing/ English/ Journalism, or related field.	Minimum 2 years of experience in content writing or copywriting	The person shall have 100% deployment at the head office of CGMFP Federation
F	Back-office Support Team engaged for this assignment	CVs of the back of support team engaged for this assignment to be provided as per Annexure 4 (B) - Mandatory		These personnel shall be deployed at the head office of the service provider

2.2.2 The Selected Bidder shall strategize, design and execute Digital Media ad Campaigns end to end and shall be responsible for its Content Creation & Management during the period of the contract and all such content created will be the property of the CGMFP Federation.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

- 2.2.3 All Intellectual Property displayed on these platforms shall belong to the CGMFP Federation exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with the CGMFP Federation.
- 2.2.4 Proprietorship / copyright of Images, creative and videos produced, and any other content used in the Social Media Sites would rest solely with the Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd. Naya Raipur at all times /perpetuity.
- 2.2.5 The Selected Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in the Tender Document. Federation will assist the Agency in this regard, wherever possible.
- 2.2.6 All third party tool cost such as SMS, email, whatsapp etc., per user charges used in the digital marketing activity shall be reimbursed on actuals by Federation, based on the budget plan approved by CGMFP Federation.
- 2.2.7 The Selected Bidder will at no time resort to plagiarism or copyrights violations. Federation will not be a party to any dispute arising on account of plagiarism, copyright infringement, etc. by the Selected Bidder.
- 2.2.8 The Social Media Platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs, etc. Quarterly Media Ad budget plan to be proposed by the agency.
- 2.2.9 The Selected Bidder should commit minimum numbers of orders and net sales revenue for every quarter:

First Quarter	To bring Minimum sales of 500 orders per quarter and net sales worth 3,00,000 INR
Second Quarter	The target for the Second Quarter will be revised in discussion with CGMFP Federation based on performance in the previous quarter. However, the target will not be less than the amount spent on paid ad campaign.
Third Quarter	The target for the Third quarter will be revised in discussion with Federation based on performance in the previous quarter. However, the target will not be less than the amount spent on paid ad campaign.
Fourth Quarter	The target for the Fourth quarter will be revised in discussion with Federation based on performance in the previous quarter. However, the target will not be less than the amount spent on paid ad campaign.

- 2.2.10 Moratorium of first 45 days for testing campaigns will be given to the service provider and the Sales Review shall be done for the 1st Quarter i.e., 90 days from the commencement of work. Revised target for subsequent quarters will be fixed in discussion with the service provider
- 2.2.11 Key Performance Metrics (KPIs) shall include - Total Number of social media channels/ platforms covered, Total Number of Paid Campaigns per social media channel/ platform, No of Views and clicks generated in each campaign, no of users/session on chhattisgarhherbal.com website, Total no. of orders generated from Chhattisgarhherbal.com website /WhatsApp / direct call/ other e-commerce portal(s), number of cities covered, no. of ads created. The above KPIs shall be monitored by CGMFP Federation on Monthly and Quarterly basis.
- 2.2.14 The workspace for deployed human resources will be provided by the CGMFP Federation. The equipment/stationary/ laptop/ printer etc., required for execution of the project will have to be arranged by the service provider in addition to the Hardware and software available with CGMFPFED. However, consumables for the operation of the service provider in terms of paper, stationery, ink/ cartridge for printers/photocopy/ fax machine, electricity bill, water charges etc., shall be borne by CGMFPFED. The configuration and details of the hardware and software available with CGMFPFED is given below. Any upgradation required in the available hardware/software available CGMFPFED and its maintenance throughout the contract period will be done by the Service Provider at its own cost. All the assets belonging to CGMFP Fed shall be returned to CGMFP FED upon termination or completion of contract.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

S.no	Name of the Equipment/ Hardware & Software	Configuration
1	Dell Optiplex 7060 2 Nos	
	• Processor	• Intel(R) Core(TM) i5-8500
	• Ram	• 16 GB
	• HDD	• 2 tb
	• Graphic Card	• Nvidia Gforce 730
	• Monitor	• Dell 22in
	• Keyboard Mouse	• Dell
2	Printers	
	• Hp M202 dw	• Both side Print option
	• Hp smart tank 530	• All in one printer
3	Software	
	• Windows 11	
	• Corel Draw 2021	
	• Adobe Photoshop CC	
	• Adobe Illustrator CC	
	• MS Office	

SECTION 3- MINIMUM ELIGIBILITY CRITERIA

3. Minimum Eligibility Criteria

- a) The Authority wishes to receive Bids in order to select experienced and capable Bidder for the Project. The price bids (Financial Bid/Proposal) of the Bidders fulfilling the pre-qualification criteria shall be subsequently evaluated.
- b) The Bidder should be a sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956 / 2013 (Joint venture / Consortium shall not be allowed)
- c) The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process as per the Clause 4.13 of this RFP document.
- d) The agency should have a registered/Branch office in Raipur (Supporting document is required to be submitted)

3.1 Technical Qualification Criteria

A) Technical Capacity

- I. The bidder should have minimum 3 (Three) years' experience in executing digital marketing/ advertising projects for Central Govt./State Govt./private organizations. **(WO / Agreement / Experience Certificate / Performance certificate/ GST Invoice) from the clients is to be submitted one for each year or one for period of three years);** and
- II. The bidder should have Business Integration and Automation Tools, CRM Tools, SMS Marketing Communication Tools, E-Mail Marketing Communication Tools, Data Analytics Tools;

B) Financial Capacity

The bidder must have an average annual turnover minimum Rs. 15 Lakh or more per annum during the last three financial year i.e., FY 2019-20, 2020-21 and 2021-22 from Digital Media Advertising and Marketing Services. **(CA certified Profit and Loss Account and Balance Sheet for the last three financial years along with Turnover certificate from CA having UDIN in this effect shall be duly submitted**

- 3.2 Bidder should have GST registration Certificate and PAN **(Supporting documents to be submitted)**
- 3.3 List of clients for whom the bidder has worked delivering similar assignments needs to be submitted
- 3.4 The Bidder should not be blacklisted or banned by any Govt./ Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last 3 (Three) years (as on the last date of submission of Bid) **(self-certification on the letter head of bidder is required to be submitted)**

SECTION 4- INSTRUCTION TO THE BIDDERS

4. Instruction to the Bidders

4.1 General

1. While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidder must form their own conclusions about the operation, maintenance, management requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
2. All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by the Federation on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Federation. Any notification of preferred Bidder status by Federation shall not give rise to any enforceable rights by The Bidder. Federation may cancel this RFP at any time, prior to being executed, by or on behalf of Federation.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidder should place no reliance on such communications.
5. The Federation intends to adopt Quality cum Cost Based Selection (QCBS) bidding process for the **“Selection of Agency for Providing Marketing and Communication Support to CGMFPFED”**
6. The proposal will be evaluated on the basis of the evaluation criteria set out in the RFP document.
7. Federation with its own initiative or in response to clarifications, requested by any Bidder, modify the RFP document, by issuance of addenda / amendment / corrigendum, by uploading the same in its website.
8. The proposal shall remain valid for a period of 180 days from the date of the opening of RFP (Proposal Validity Period). Federation reserves the right to reject any proposal, which does not meet this requirement.
9. Each Bidder shall submit maximum of one (1) proposal for the assignment, in response to this RFP document. Any Bidder who submits more than one proposal for the assignment shall be disqualified.

4.2 Pre-bid Queries & Clarifications

1. Federation shall hold a pre-bid meeting with the prospective Bidder on Date & time and Address mentioned in Fact Sheet of this document.
2. The Bidder will have to ensure that their queries for Pre-Bid meeting should reach to Federation by email on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail @ mfpfed.cg@nic.in and cgmfpfed.vandhan@gmail.com
3. The queries should necessarily be submitted in the format mentioned below
Ref: RFP Notification no <xxx> dated <dd/mm/yy>
Name of The Bidder<<..... >>
Contact Number and Address of The Bidder - <<.....>>

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

S.No.	Section Number	Page Number	RFP clause	Query	Remark

4.3 RFP Processing Fees

The Bidder needs to pay **INR 1500 for document processing** through Demand Draft payable to:
The Managing Director
CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP.
FEDERATION LIMITED.

Vandhan Bhawan
Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.
Payable at Raipur, Chhattisgarh.

The demand draft of Rs 1500/ should be submitted along with the bid.

4.4 Earnest Money Deposit (EMD)

The Bidder must necessarily submit EMD of **INR Fifteen Thousand (Rs 15,000)** through Demand Draft payable to:

The Managing Director
CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OP.
FEDERATION LIMITED.

Sector 24, Atal Nagar, Nava Raipur, Chhattisgarh.

EMD of all unsuccessful Bidder would be refunded without interest by Federation on finalization of the Operator in all respects by the successful bidder.

The EMD may be forfeited:

- i. If a Bidder withdraws its bid during the period of bid validity.
- ii. If successful Bidder fails to sign the contract in accordance with this RFP.
- iii. For the stage after signing of License Agreement - The cancellation shall be governed as per License Agreement.

4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per **Annexure 4** mentioned in this RFP.

4.6 Submission of Proposal

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Federation to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Federation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.7 Details of Submissions

(i) Part I Submission

- a. Covering letter in the format set out in **Annexure-1**.
- b. General information about the bidder in the format set out in **Annexure-2**.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

- c. Power of Attorney as per **Annexure-3**, authorizing the signatory of the Proposal to submit the proposal..
 - d. Technical Proposal comprising
 - Technical submission as per **Annexure-4 and Annexure-5** including relevant supporting documents.
 - I. Copy of the PAN Card.
 - II. Copy of the GST Registration.
 - III. Certificate of Minimum Annual Average Turnover with UDIN number from a certified chartered accountant in practice.
 - IV. Profit & Loss account and Balance sheet for the last three years duly certified by CA
 - V. WO / Agreement / Experience Certificate / Performance certificate from the clients is to be submitted one for each year, for the last three years
 - VI. Copy of invoice for the tools available with Bidder as per **Annexure 4A**
 - VII. CV's as per format specified in **Annexure 4 B**
 - VIII. Relevant supporting document regarding Bidder having its Branch office in Raipur
 - IX. List of Clients to whom Digital Media Advertising and Digital Marketing services as per **Annexure 6**
 - X. Other supporting documents as per Section 3
 - e. Earnest Money Deposit in the manner described herein
 - f. Nonrefundable processing fee of Rs. 1500/- in the form of a Demand Draft i/n favour of Managing Director, C.G State Minor Forest Produce Cooperative Federation Limited of any scheduled bank, payable at Raipur, Chhattisgarh.
- (ii) **Part II Submission**
- a. Financial proposal in the format as set out in **Annexure-8**.
 - b. The Financial Proposal shall be quoted as the Professional Fee for providing **Digital Media Marketing and Digital Advertising Services by the Bidder**
- (iii) **Sealing and Marking of Proposal**
- I. The Bidder shall seal the Part I Submission and the Part-II Submission separately in two envelopes, duly marking the envelopes as “**PART-I SUBMISSION (Technical Bid)**” and “**PART-II SUBMISSION**” These envelopes shall then be sealed in a single outer envelope.
 - II. The Physical Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
 - III. Each of the envelopes, both outer and inner, must be super scribed with the following information:
 - a. Name and Address of Bidder
 - b. Contact person and phone numbers
 - c. Name of Project: " **Selection of Agency for Providing Marketing and Communication Support to CGMFPFED**"
 - IV. All envelopes shall be addressed to:
 - The Managing Director (MD)**

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

**C.G State Minor Forest Produce Fed.
Van Dhan Bhawan, Sector -24,
Atal Nagar Nava Raipur,
Chhattisgarh
Phone +91 - 91 771 2513100
Fax No.: +91 771 2513111
E-mail: mfpfed.cg@nic.in**

If any envelope is not sealed and marked as instructed above, Federation. assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of Federation., be rejected.

- V. The Bidder is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- VI. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document.
 - b. received all such relevant information as it has requested from Federation; and
 - c. Made a complete and careful examination of the various aspects of the Proposal for which the distribution services are to be provided.
 - d. Federation shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

4.8 Proposal Due Date

- I. Proposals should be submitted before **3:00 PM on Proposal Due Date** as indicated in the **Schedule of Bidding Process**, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- II. Federation. may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

4.9 Opening of Proposals and clarifications

- I. The State MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited, or any officer authorized by him shall open the **Part I Submission of the Proposals** on the Proposal Due Date for the purpose of evaluation.
- II. Federation reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- III. To facilitate evaluation of Proposals, Federation may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

4.10 RFP validity

The offer submitted by the Bidder should be valid for minimum period of 180 days from the date of opening of RFP

4.11 Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Federation. After the last date for receipt of bids, no modification of bids shall be allowed nor is allowed to submit more than one (1) bid.

RFP for Selection of Agency for Providing Marketing and Communication Support to CGMFPFED

4.12 Failure to agree with Terms and Conditions of the RFP

Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Federation may award the contract to the next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

4.13 Conflict of Interest

4.13.1 Conflict of Interest and Disqualification

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:

- i. “the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or”
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s

RFP for Selection of Agency for Providing Marketing and Communication Support to CGMFPFED

information about, or to influence the Tender of either or each of the other Bidders; or

- vi. Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

4.13.2 A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the NOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Successful Bidder or Licensee, as the case may be, after issue of the NoA or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the NoA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Licensee for the same.

4.14 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by The Bidder in rendering the services hereunder are the Confidential Information of The Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

4.15 Fraud and Corrupt Practices

- a. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Federation shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Federation shall, without prejudice to its any other rights or remedies, forfeit and appropriate the

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Federation for, inter alia, time, cost, and effort of the Federation, in regard to the RFP, including consideration and evaluation of such agencies Proposal.

- b. Without prejudice to the rights of the Federation under Clause above and the rights and remedies which the Federation may have under the Lol or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Federation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the Federation during a period of two (2) years from the date such Bidder , as the case may be, is found by the Federation to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

“corrupt practice” means:

- I. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Federation who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Federation, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- II. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical IT firms of the Federation in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

“Undesirable practice” means

- i. establishing contact with any person connected with or employed or engaged by Federation with the objective of canvassing,
- ii. lobbying or in any manner influencing or attempting to influence the Selection Process; or
- iii. having a Conflict of Interest; and

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Selection Process.

SECTION 5 – EVALUATION OF BIDS

5. Evaluation of Bids

a. RFP Evaluation Process

1. The Federation will constitute an RFP Evaluation Committee to evaluate the responses of the Bidder.
2. The Proposal Evaluation Committee constituted by the Federation shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
3. The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
4. The RFP Evaluation Committee may ask for meetings with the Bidder to seek clarifications on their proposals.
5. The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

b. RFP Evaluation

1. Quality cum Cost Based Selection (QCBS) system shall be adopted for selection of Service Provider. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. **The Part I Submission would be considered to be responsive if it meets the following conditions:**
 - a. it is received by the Proposal Due Date including any extension thereof.
 - b. it is signed, sealed and marked as stipulated in the RFP document.
 - c. it contains all the information and documents including EMD and processing fee as requested in the RFP.
 - d. it contains information in formats specified in this RFP.
 - e. there are no inconsistencies between the Proposal and the supporting documents.
2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b. which limits in any substantial way, the Federation rights or the Bidder's obligations under the Agreement, or
 - c. which would unfairly affect the competitive position of other Bidders presenting substantially responsive Proposals.

5.1 Technical Evaluation

RFP Evaluation Committee will evaluate the **Technical Proposals of the Bidder** as per the **section 3 "Minimum Eligibility Criteria"**. The Method of Selection shall be Quality cum Cost Based Selection (QCBS). Bidders qualifying the pre-qualification criteria (Section 3 "Minimum Eligibility Criteria") and obtaining 70 Marks and above score in Technical evaluation as per Clause

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

5.3 shall be eligible for financial bid opening. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

5.2 Technical Evaluation Criteria

Bidder complying with all qualification criteria set out in **Section 3 “Minimum Eligibility Criteria”** will only be considered technically qualified and their technical bid will be evaluated further as per **clause 5.3** and financial bids of the bidders obtaining **70 Marks and above out of total allocated 100 Marks shall be opened.**

The Method of Selection shall be Quality cum Cost Based Selection (QCBS). The technical evaluation shall be given weightage of 70% **as described in 5.1 and 5.3** and the financial evaluation shall be given weightage 30% as described in **clause 5.4**

Federation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of action.

5.3 Scoring Methodology: Technical Proposal

- a) The total maximum point for evaluation of Technical Proposal is 100 numbers. Parameter and points are detailed below: -

S.No	Criteria	Total Marks	Supporting documents required to be submitted
1	Total Years of Experience in providing substantially similar services <ul style="list-style-type: none"> ● More than 3Years Up to 5 Years: 5 marks ● More than 5 Years: 10 marks 	10	Work order or Completion certificate from client one for each year
2	Average Annual Turnover of the entity during last 3 years <ul style="list-style-type: none"> ● More than 15 lacs up to 50 lacs: 5 marks ● More than 50 lacs up to 1 Cr: 10 marks ● More than 1 Cr: 15 marks 	15	Annual Average Turnover certificate from CA having UDIN
3	Number of Similar Assignments completed in Digital Advertising, SEO, Social media marketing etc., <ul style="list-style-type: none"> ● 3 Assignments: 5 marks ● More than 3 Assignments: 10 marks 	10	Work order or Completion certificate from client for each similar assignment
4	Team Experience: Team Composition: <ul style="list-style-type: none"> ● Project Manager cum Digital Marketing Head- 10 Marks ● Team Leader cum Digital Marketing Head – 9 Marks ● Team Members- 6 Marks (2 Marks per Team member for 3 Team members) For each position marks will be awarded on following: <ul style="list-style-type: none"> ● 15% marks on meeting educational criteria and number of years of experience ● 15% on relevant experience criteria as mentioned in this RFP ● 70% on interview of the candidate 	25	CV as per Annexure 4B along with copy of Certificates in support of qualification /experience criteria duly certified by Authorised signatory
5	Presentation and Brief Concept Note of the proposal to be made to the Authority explaining methodology and KPI for monitoring	40	Hard copy and soft copy of the presentation to be

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

	<p>Presentation evaluation will be based on:</p> <ul style="list-style-type: none"> ● Proposed plan for Digital Advertising and SEO, Social media management including timelines etc., for CGMFP Federation - 20 Marks ● Strategies to bring Paid and organic Traffic and generate more sales through chhattisgarhherbal.com of CGMFP Federation through innovative ideas and Data Management – 20 marks 	<p>provided to Federation at the time of proposal submission</p>
Total		100 Marks

The bidders getting 70 Marks or more in Technical Evaluation shall be eligible for financial bid opening

5.4 Evaluation of Financial bid

1. In the second stage, the financial evaluation will be carried as under.
 - a. Each financial proposal will be assigned a financial score (SF)
 - b. For financial evaluation, the total fee quoted in the Financial Proposal will be the scoring criteria
 - c. The Federation will determine whether the Financial Proposals are complete unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting total cost of services. Omission, of any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the bidder.
 - d. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times (FM / F)$$

In Which SF is financial score

FM is the lowest price

F is the price quoted by the respective bidders

5.5 Combine and Final Evaluation

The weightage given to the technical and financial proposals are TW = 0.70 and FW = 0.30 respectively.

- 5.5.1 Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times TW) + (SF \times FW)$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and the Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 5.5.2 The Selected bidder shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws or fails to comply with the requirements specified.
- 5.5.3 In the event that two or more Bidders get the same scores (the "Tie Bidders"), the Bidder whose technical score is highest, shall be identify as "Successful Bidder/Selected Bidder" by the Authority.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

- 5.5.4 Selections of Bidders are entirely at the discretion of the CGMFPFED and CGMFPFED shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

5.6 Award of Contract

- a. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the Federation shall declare the Preferred Applicant as the Successful Applicant. The Federation will notify the Successful Applicant through a Work Order (WO) that its Proposal has been accepted.
- b. The Successful Applicant shall execute the Agreement within one month of the issue of Work Order (WO) or within such further time as the Federation may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the Work order and forfeiture of the EMD. In such an event, the Federation reserves the right to take any such measures as may be deemed fit in the sole discretion of the Federation, including annulment of the bidding process or subsequently giving opportunity to H2.
- c. After adjusting the EMD, the Selected Applicant shall submit performance security. The successful bidder shall furnish a security deposit in form of unconditional and irrevocable Bank Guarantee/ FDR from any of the commercial bank in India for an amount equivalent to 3% of the total cost of Contract before executing the agreement with the Federation. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The validity of the Performance Security shall be 60 days beyond the date of expiry of contract. The Security Deposit shall be refundable after the expiry of contract, subject to proper execution of the contract by the selected bidder. The Federation reserves the right to forfeit the security deposit in case the selected bidder is unable to perform as per the terms of the contract.
- d. The contract shall be awarded with the validity of 3 year from the date of signing of Contract/ Agreement and the performance of the selected bidder shall be reviewed on quarterly basis.

5.7 Notification of Award

Prior to expiration of the period of bid validity, the Federation will notify the Bidder in writing, that their bid has been accepted.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure –1- PROPOSAL COVERING LETTER

Original (duly signed by Bidder) as part of Technical Proposal - (Envelope B)

Date:

To,

MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited
Van Dhan Bhawan, Sector 24, Nava Raipur, Atal Nagar, Chhattisgarh
Phone - 91 771 2513100
E-mail: mfpfed.cg@nic.in

Dear Sir/Madam,

We..... (Name of the Bidder) here by submits our proposal in response to notice inviting RFP date.....and RFP document no..... and confirm that:

1. All information provided in this proposal and in the attachment is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bid is 180 days from the date of opening of RFP,
4. We are quoting for all the services mentioned in the RFP.
5. We are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. I/ We acknowledge the right of the Authority to cancel the tender process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We agree and undertake to abide by all the terms and conditions of the tender document.
8. The Federation may contact the following person for further Information regarding this RFP:
 - a. Name and full address of office, Contact No., Email ID, Company Name
 - b. Name and full address of office, Contact No., Email ID, Company Name
9. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents.

Dated this Day of 2023

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that
..... who signed the above Bid is authorized to bind
the corporation by Federation of its governing body.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Date

(Seal here)

Enclosure:

1. EMD in the form of DD
2. General Information about Bidder (**Annexure-2**)
3. Power of attorney of signing of proposal (**Annexure-3**)
4. Technical Bid (**Annexure-4, 4 A & 4B and Annexure - 5**)
5. List of clients to whom services were provided by the bidder in past **Annexure 6**
6. Duly filled **Annexure 7** with relevant page numbers
7. All supporting document asked in the Eligibility Criteria as per **Section 3 and Annexure 7**
8. Tender document duly signed.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure –2- GENERAL INFORMATION ABOUT BIDDER

(as per Clause 4.7 – (i)(b) of the RFP)

Original Copy (duly signed by Bidder) as part of Technical Proposal

S. No	Particular	Description	Document if any at page no
1.	Name and Address of the Bidder/ Firm/ Organization / Company		
2.	Address of Branch office in Raipur		
3.	Type of Legal Entity (Proprietorship/ Partnership/ Private Ltd / Startup etc. (Furnish copies of partnership Deed / Memorandum of Association Start up registration Certificate etc.))		
4.	Contact Number		
5.	E-mail:		
6.	Mobile No:		
7.	Name of Authorized Representative (Chief Executive Officer / Director) (Telephone No)		
8.	Year of Establishment		
9.	GST No. (enclose certificate)		
10.	Income Tax PAN (enclose copy)		
11.	Description of the business undertaken by the bidder		

Mandatory Enclosure: All the requisite supporting documents in support of above should be submitted

Signature of Bidder

Name

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 3 - FORMAT FOR POWER OF ATTORNEY

(as per Clause 4.5 of the RFP)

(Original copy as part of Technical Proposal on stamp paper of value required under law duly signed by Bidder for the RFP)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name),

son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of [], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **"Selection of Agency for Providing Marketing and Communication Support to CGMFPFED"**, issued by **The Managing Director, Chhattisgarh Minor Forest Produce Cooperative Federation Limited (the "Authority")** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

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

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

For _____

(Signature)

(Name, Title and Address) Witnesses:

1 2.

(Signature)

(Name, Title and Address of the Attorney) [Notarised]

Accepted [Notarised]

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any,*

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*

PART I- Technical Proposal

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 4 - TECHNICAL BID FORMAT

(as per Clause 3.1 (A-I) of the RFP)

TECHNICAL CAPACITY OF THE BIDDER
(To be filled for each service provided by the bidder)

Name of the Bidder / Bidder firm:

Name and details of Client to whom services were provided	
Address, Phone no and email of client	
Is it a Public or Semi-Public Organization	
Brief description of actual services provided to the client	
Professional staff provided by the bidder	No of Staff: No of Person Months:
Total Fess received for the services provided (INR)	
Duration of the Contract with commencement and date of completion	Commencement Date: Completion Date:
Value of Services (In INR)	

Enclosure:

- 1) Copies of Work order or Satisfactory service certificates from client needs to be submitted in the last three years (Minimum one for each year or one project having duration of three years). Hard Copies of the supporting documents should be arranged in same order as listed above

Signature of Bidder with Seal

Name of Bidder

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

**Annexure 4 (A)- TECHNICAL BID FORMAT (Details of tools
available with the Bidder)**

(as per Clause 3.1 (A-II) of the RFP)

1.	Name of Bidder	
2.	Description of Tools available with Bidder	
3.	Business Integration and Automation Tools	
a.	CRM Tools	Yes/No If yes, Validity detail
b.	SMS Marketing Communication Tools	Yes/No If Yes, Validity detail
c.	E-Mail Marketing Communication Tools	Yes/No If yes, Validity detail
d.	Data Analytics Tools	Yes/No If yes, Validity detail
e.	Others (Please Specify)	Yes/No If yes, Validity detail

Enclosure: Copy of invoice of the tool stating ownership of the bidder or any other relevant supporting document

Signature of Bidder with Seal

Name of Bidder

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 4(B) - TECHNICAL BID FORMAT (Curriculum Vitae)
(as per Clause 2.2.1 of the RFP)

1. Proposed Position					
2. Name of Expert					
3. Date of Birth					
4. Contact/Communication Address					
5. Permanent Address					
6. Mobile No.:					
7. Email id					
8. Education Qualification					
S.no	Name of Course/ Degree/Qualification	Year of Completion	Name of Institute	Name of Board/University	Marks Obtained
9. Training and Certification Details Associations					
S.no	Name of Training / Certification obtained	Name of Institute		Year of training	
10. Languages Known					
Language		Reading	Speaking	Writing	
11. Employment Record					
From:			To:		
Employer:					
Position Held					
12. Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned					
Name of the Assignment or Project					
Year					
Location					

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Client Name	
Main Project features (In brief):	
Position Held	
Activities Performed (In Detail)	
13. Certification	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>	
Date:	
	Full name of Authorized Signatory

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 5 – FINANCIAL CAPACITY

(as per Clause 3.1 (B) of the RFP)

(Average Annual Turnover in the last three years from eligible projects during last 3 years ending
31.03.2022)

Financial Year	Turnover from Eligible projects (as per Clause 3.1 B) (INR Lakh)
2019-20	
2020-21	
2021-22	
Total	
Average Annual Turnover For the past three years	

Mandatory Enclosures –

1. Turn over Certificate from the Statutory Auditor/Chartered Accountant on the letter head of CA in original (Turnover not certified by Statutory Auditor/Chartered Accountant having UDIN number shall not be considered for evaluation)
2. Profit & Loss Statement and Balance Sheet duly certified by the CA for the last three years

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)

Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 6 – LIST OF CLIENTS

(as per Clause 3.4 of the RFP)

To be provided on the letter head of the bidder

S.no	Name and address of client to whom services were provided by the bidder	Government /Private Client	Details of Nature / Type of the work,	Duration of the Contract	Project Status Completed / Ongoing
1					
2					
3					
3					
4					

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 7 - CHECKLIST OF DOCUMENTS

S. No	Checklist of Documents	Page No.
1.	Cost of RFP and EMD as per clause 4.3 and 4.4 in the form of Demand Draft	
2.	Scanned copy of PAN Card	
3.	Scanned copy of Aadhaar Card of Managing Director of the Company and in case of Partnership firm Aadhaar Card of at least two of Partners required	
4.	Scanned copy of certificate of Goods and Services Tax Identification Number (GSTIN)	
5.	Scanned copy of Letter comprising the Bid – Annexure 1	
6.	General information about the bidder – Annexure 2	
7.	Scanned copy of Certificate of Company Incorporation and List of Latest Directors of Company (if applicable)	
8.	Scanned copy of Power of Attorney – Annexure 3	
9.	Scanned copy of Turnover Certificate having UDIN from Statutory Auditor/Chartered Accountant certifying the bidders Turnover	
10.	Scanned copy of documents as per enclosures in Technical Capacity of the Bidder – Annexure 4.4 A and 4B	
11.	Copies of Work order/ Satisfactory service certificates from client needs to be submitted for three years as per clause 3.1 (A) (one for each year of one having project duration of three years)	
12.	Supporting Document as proof of Bidder having a registered/Branch office in Raipur	
13.	Scanned copy of documents as per enclosures in Financial Capacity of the Bidder – Annexure 5	
14.	Profit & Loss Statement and Balance sheet duly certified by CA with UDIN for the year 2019-20	
15.	Profit & Loss Statement and Balance sheet duly certified by CA with UDIN for the year 2020-21	
16.	Profit & Loss Statement and Balance sheet duly certified by CA with UDIN for the year 2021-22	
17.	List of Client on the letter head of bidder as per Annexure 6	
18.	Tender documents (RFP and Draft Agreement) initialed by the Authorised signatory	
19.	Any other relevant Document	

PART II- Financial Proposal

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Annexure 8 - FINANCIAL BID SHEET

(as per Clause 4.7 –(ii)(a) of the RFP)

1. I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e., **Selection of Agency for Providing Marketing and Communication Support to CGMFPFED**, in accordance with your Request for Proposal dated _____ and our Technical Proposal/Bid.
2. Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, **we are pleased to quote the Monthly Retainership Fee (inclusive of all applicable taxes)** for the proposed assignment as per the following table.:

S. No	Human Resource Required for Providing Marketing and Communication Support to CGMFPFED	Monthly Retainership Amount (In Rs) Inclusive of GST	Monthly Retainership Amount (In Words) Inclusive of GST
i.	Project Manager		
ii.	Team Leader		
iii.	Graphic Designer		
iv.	Artwork Executive		
v.	Content Writer		
vi.	Back Office Support Team (details to be mentioned)		
vii.	Other overhead cost		
Total Monthly Retainership Amount			

3. The financial proposal submitted is unconditional
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
5. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder
6. I/We hereby agree to abide by and fulfil all the terms and conditions set forth in the Tender document.

Date:

Place:

Yours sincerely,
Authorized Signatory
Full Name and Designation
Stamp of the Agency

DRAFT AGREEMENT

GENERAL CONDITIONS OF CONTRACT

1. General

1.1 Definitions and Interpretations

1.1.1 The words and expression beginning with capital letters and defined in this agreement shall, unless the context otherwise requires, have the meaning hereafter respectively assigned to them:

- a) **“Federation”** means Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Cooperative Federation Ltd (CGMFPFED).
- b) **“Applicable Laws”** 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
- c) **“Agreement”** means this agreement, together with all the Annexures
- d) **“Agency /Service Provider/ Consultant”** means Consultant appointed by Federation for Digital Advertising and Marketing of CG Herbals Products
- e) **“Government”** means the Government of Chhattisgarh; or the Government of India as the case may be
- f) **“Personnel”** means human resource hired by the consultant as employees and assigned to the performance of the services or any part thereof
- g) **“Party”** means Federation or Consultant, as the case may be; and parties means both of them
- h) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- i) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing services was accepted
- j) **“Third Party”** means any person or entity other than the Government, the Federation, and the Consultant

1.1.2 The following document along with all addenda issued shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document will prevail over would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement
- b) Schedules of Agreement (Schedule 1, 2,3 and 4)
- c) RFP (Evaluation Process and scope of work); and
- d) Letter of Award

2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between C.G MFP Fed. and the Service Provider. The Service Provider, subject to this Agreement, shall have complete charge of personnel performing the Services. The Service Provider shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

3. Duration of the Agreement

The contract shall be awarded with the validity of 3 years from the date of signing of Contract/ Agreement and the performance of the selected bidder shall be reviewed on quarterly basis. The monthly fee shall be incremented by 10 (Ten) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance. The assets belonging to CGMFPFED shall be handed over to CGMFPFED in good working condition upon termination/end of contract period. The assets belonging to CGMFPFED shall be handed over to CGMFPFED by the Service Provider in good working condition upon termination/end of contract period.

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

4. Authorized representatives

- 4.1** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the firm, as the case may be, taken or executed by the officials specified in this Clause 4.

Designation Managing Director (MD)
C.G State minor Forest Produce Federation
Van Dhan Bhawan, Sector-24
Atal Nagar, Nava Raipur, Chhattisgarh
Phone – 0771 2513100
Website: www.cgmfpfed.org
E-Mail Address: mfpfed.cg@nic.in

- 4.2** The Federation may, from time to time, designate one of its officials as the Federation Representative. Unless otherwise notified, the Federation Representative shall be as per Clause 4.1.

5. Terms of Payment

- 5.1** For any third-party ad platform payment, Service Provider shall submit the bills and payment shall be made on actuals at the end of every month (If any).
- 5.2** Payment of Ad Budget as per proposed quarterly plan will be made directly into Google/Facebook Account of Chhattisgarh Herbals/CGMFP Federation by CGMFP Federation
- 5.3** Service Provider Fee: Payment on monthly basis after completion of every month
- 5.4** Service Provider /Agency Fee will be paid post scrutiny of bills by the representative authorised by Federation.
- 5.5** Service Provider /Agency Fee shall provide supporting documents such as media spend reports, third party bills / invoices etc.
- 5.6** By 15th day of each month the Agency shall raise invoice for the monthly fee for the previous month, along with the list of jobs performed in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees shall be paid within 15 days from the date of receipt of the invoice, However, the first monthly fees shall be due & be paid one month after the actual deployment of the staff at /Nava Raipur. The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses
- 5.7** The expenses on account of travel, made by the team members deployed by the Agency shall include, the cost of travel, local conveyance, lodging and boarding in the host city shall be paid by C.G MFP Fed., provided that the travel is made with the prior written approval of M.D, C.G MFP Fed. or when the travel has been made as per the written instruction of C.G MFP Fed.. The eligibility for the travel for the Project Manager and Team Leader would be AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I (Jr. Grade) Officer of the State Government. The eligibility for the travel for other personnel of the Agency would be 3-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class II Officer of the State Government. C.G MFP Fed. would provide in advance suitable amounts to the staff to undertake the travel and settle the advances on submission of bills by the team member.
- 5.8** Taxes and Duties- Unless and otherwise mentioned in the Agreement, the Service Provider shall pay all taxes, duties, fee, and other impositions including GST as may be levied under the applicable laws and the Federation shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it
- 5.9** The Project Manager shall visit office of C.G MFP Fed. of every month and shall spend 3 working days, to discuss list of activities, project structure, strategies, C.G MFP Fed. policies, any issue with the working of team deployed by Agency etc. The cost of such travel, lodging, boarding, local conveyance, out of pocket expenses by the Project Manager shall be part of the monthly fee of the Agency and shall not be paid extra by C.G MFP Fed.

RFP for Selection of Agency for Providing Marketing and Communication Support to CGMFPFED

- 5.10 Unless otherwise directed by C.G MFP Fed., all the submissions and output shall be vetted by the back office and shall be submitted officially with a cover letter duly signed (both the submission and the cover letter) by the Project Manager and with his / her office seal.
- 5.11 C.G MFP Fed. may request visit of any other official of the organization of the Agency for any expert advice and discussion. For such instances, cost of travel from the location of such official in India to Raipur, cost of local conveyance in Raipur and Nava Raipur, cost of food, accommodation and out of pocket expenses shall be paid by C.G MFP Fed., along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the Service Provider in its communication in writing to CGMFPFED, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 5.12 C.G MFP Fed. shall, at its cost and expense, provide to the staff/team deployed by the agency the facilities such as suitable work- place including workstations with table, chair, phone connection, internet connection, furniture, fittings, stationery and consumables. However, required software and hardware like, Desktops/ Laptops, external USB storage, data card, printers, scanner photocopier etc., in addition to the hardware and software available with CGMFP Federation shall be provided by the Agency at its own cost at approved location at Raipur/Nava Raipur. All hardware and software available with CGMFPFED shall be maintained by the Agency at its cost. The assets belonging to CGMFPFED shall be handed over to CGMFPFED in good working condition upon termination/end of contract period.
- 5.13 (a) The holidays, working hours and the timings for working days shall be in accordance with those prevailing in C.G MFP Fed. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support C.G MFP Fed. in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- (b) The team members shall be entitled to 18 Days casual leave and 3 days of optional leave (as per Chhattisgarh State Government Calendar). The Team Members of the Agency shall obtain written approval of the leave from the MD, C.G MFP Fed. or any officer nominated by him.
- (c) For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under intimation to the MD In the event of the failure of the consultant to do so, a pro-rata deduction in the fees per working day for the member remaining absent shall be made from the payment due.
- 5.14 In the event the Project Manager, proposed in the technical proposal, is changed, one time penalty, equivalent to one month's fee shall be imposed, unless the reason of change is not due to reason of leaving the Consultant's organization by the Project Manager. In the event of the change in the Project Manager, the Consultant shall substitute the personnel with equal or higher qualification with prior approval of C.G MFP Fed.
- 5.15 In the event of total default / failure by the Consultant in providing the Services, C.G MFP Fed. reserves the right to get the Services executed by any other Consultant at the cost and risk of the Consultant.

6. Tax and Duties

Unless and otherwise mentioned in the Agreement, the Service Provider shall pay all taxes, duties, fee, and other impositions including GST as may be levied under the applicable laws and the Federation shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it

7. Scope of Work & Terms and Conditions

As specified in Section 2 of the RFP document and shall be inserted as **Schedule 1**

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

8. Performance Security

The Selected Applicant's Performance Security amounting to INR _____ (Rupees _____ only) in the form of BG payable at Raipur Branch / DD shall remain in force 60 days beyond the tenure of the Agreement. The Performance Security may be discharged / returned by CGMFPFED upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Security.

In the event of the Service Provider being unable to service the contract for whatever reason, CGMFPFED would evoke the Performance Security. The CGMFPFED shall notify the Service Provider in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Service Provider is in default. CGMFPFED shall also be entitled to make recoveries from the Service Provider's bills, Performance Security or any other payment due, in case of any error/ omission on Service Provider's part

9. Penalty for Default

9.1 If the Service Provider fails to achieve the quarterly sales target, a penalty shall be levied as per the following schedule and the penalty will be calculated on the shortfall amount as against the fixed quarterly sales target:

S. No.	Shortfall in achieving the minimum quarterly sales target	Penalty on the shortfall of the target achieved as against the quarterly sales target
1	Shortfall up to 10 % in achieving quarterly sales target	2%
2	Shortfall more than 10% and up to 20% in achieving quarterly sales target	4%
3	Shortfall more than 20% and up to 30% in achieving quarterly sales target	6%
4	Shortfall more than 30% and up to 40% of in achieving quarterly sales target	8%
5	Shortfall more than 40% and up to 50% of in achieving quarterly sales target	10%
6	Shortfall more than 50% of in achieving quarterly sales target	15%

Below illustration describes how Penalty will be calculated

S.no	1 st Quarter sales Target	Actual sales for the 1 st Quarter	Penalty will be calculated on the shortfall of sales target	Penalty to be levied (In Rs)
1	300000	282000	18000 X 2%	360

9.2 The remuneration aforesaid is for the complete assignment which includes designs, artworks and processing ensuring the quality of material, failing which the C.G MFP Fed shall levy and recover from the pending bills of the agency as liquidated damages at 0.5% per week or part thereof subject to a maximum of 5% of award value.

10. Incentives for Target Achievements

10.1 If the Service Provider exceeds the quarterly sales target, an incentive shall be paid to the service provider as per the following schedule and the incentive will be calculated on the surplus achieved against the fixed quarterly sales target

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPED**

S. No.	Incentive upon Achieving surplus target achieved as against the quarterly sales Target	Incentive on the surplus target achieved as against the fixed Target
1	Upon achieving more than 25 % above the quarterly sales target	6%
2	Upon achieving More than 10 % and up to 20% of quarterly sales target	5%
3	More than 20% up to and up to 30% of quarterly sales target	4%
4	More than 30% up to and up to 40% of quarterly sales target	3%
5	More than 40% up to and up to 50% of quarterly sales target	2%
6	More than 50% of quarterly sales target	1%

Below illustration describes how incentive will be calculated

S.no	1 st Quarter sales Target	Actual sales for the 1 st Quarter	Incentive will be calculated on surplus sales target	Incentive (In Rs)
1	300000	350000	NIL	No incentive
2	300000	390000	(90,000 X 6%)	5,400

11. Termination of Agreement

11.1 This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the following:

- I. C.G MFP Fed. shall have right to review the performance of the Service Provider, if C.G MFP Fed. is not desirous of continuation of the services of the Service Provider on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. If C.G MFP Fed. terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by C.G MFP Fed. in obtaining completion of that part of the Services which remained incomplete, as on the date of termination.
- II. C.G MFP Fed. or the Service Provider may terminate the agreement by giving the termination notice of three months in advance.
- III. The service provider is in breach of any of the terms and conditions set forth in the agreement
- IV. The service provider is unable to meet the quarterly sales target agreed upon by the service provider after discussion with the CGMFP Federation then it may lead to termination of services offered by the Service Provider
- V. The Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing
- VI. the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary
- VII. The Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 17.4 hereof
- VIII. The Service Provider fails to comply with the decision of the Federation
- IX. The Service Provider submits to the Federation a statement which has a material effect on the rights, obligations or interests of the Federation and which the Service Provider knows to be false

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

- X. any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading; or
- XI. Upon termination of this Agreement by Federation, the Federation shall make the payment pursuant to payment schedule mentioned hereof for Services satisfactorily performed prior to the date of termination to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to Federation)
- XII. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

12. Responsibilities and Obligation of the Service Provider

- i. The Service Provider shall provide the Services as set out in Section 2 of the RFP Document exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- ii. be bound to comply with any written direction of C.G MFP Fed. to vary the scope sequence or timing of the Services; and
- iii. use all reasonable efforts to inform itself of C.G MFP Fed.'s requirements for the Deliverables for which purpose the Consultant shall consult C.G MFP Fed. throughout the performance of the Services.
- iv. Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to Federation, and shall at all times support and safeguard the Federation's legitimate interests in any dealings with third parties.
- v. Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the personnel and agents of Service Provider and any sub-consultant, comply with the Applicable Laws.

13. Confidentiality and Publicity

- i. The Service Provider shall treat the details of the output of the assignment and the Services as confidential and for the Service Provider's own information only and shall not publish or disclose the details of the output, deliverables/ milestones submitted to C.G MFP Fed. or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of C.G MFP Fed.
- ii. The Service Provider acknowledges that during the period of subsistence hereof it will have access to and become acquainted with various information, inventions, innovations, processes, records, specifications and other intellectual property owned by or licensed to Federation and or used by Federation in connection with its operation including processes, methods, customers lists, accounts, and procedures. The Service Provider agrees not to disclose or discuss any of the aforesaid, whether directly or indirectly, or to use any of these in any manner, during the period of subsistence of this Agreement except as required for due and proper performance of the functions and obligations hereunder and subject to the overall control and direction of Federation.
- iii. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original or creative artwork, and similar items relating to Federation that may come into the possession of the Service Provider, whether prepared by the Service Provider or not, shall be so possessed only on behalf of Federation and the Service Provider will have no claim to the same. Upon expiry of the term or upon earlier termination of this Agreement, or whenever required by Federation, the Service Provider shall forthwith deliver to the first party all such files, records, documents, specifications, information, and other items etc. in his possession or under his control.

14. Other Conditions

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

- 14.1 In the event, any service required by any of the experts of the Service Provider, the Service Provider shall provide such services on mutually agreed terms and conditions.
- 14.2 In the event C.G MFP Fed. desires the Service Provider to perform additional services which are not within the Terms of Reference, the Service Provider shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 14.3 C. G MFP Fed. shall provide to the Service Provider documents/ information/ reports as may be required by the Service Provider to enable it to provide the Services. C.G MFP Fed. undertakes and agrees to furnish to the Service Provider from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the C.G MFP Fed.
- 14.4 In the event C.G MFP Fed. is not satisfied with performance of any of the personnel deployed, C.G MFP Fed. shall write to the Service Provider to substitute such personnel within 90 days with personnel, acceptable to C.G MFP Fed. with equal or higher qualification and experience.
- 14.5 In the event C.G MFP Fed. does not have the requirement of one or more personnel deployed, C.G MFP Fed. shall intimate the same to the Service Provider in writing. The Service Provider shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 14.6 C.G MFP Fed. shall have the right to instruct the Service Provider to deploy additional experts as part of the service provider's existing team of personnel. The Service Provider shall deploy such experts, acceptable to C.G MFP Fed., within 90 days of receipt of such instruction of C.G MFP Fed., at mutually agreed terms & conditions and fees.
- 14.7 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with C.G MFP Fed. unless otherwise agreed, between C.G MFP Fed. and the Service Provider. C.G MFP Fed. as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project

15. Compliance with Law

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Service Provider.

16. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement

17. Settlement of Disputes

- 17.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 17.3
- 17.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

17.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Managing Director CGMFPFED, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute.

RFP for Selection of Agency for Providing Marketing and Communication Support to CGMFPFED

If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 17.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 17.4.

17.4 Arbitration

17.4.1 Procedure:

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration appointed by Federation, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

17.4.2 Place of Arbitration:

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

17.4.3 English Language:

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

17.4.4 Enforcement of Award:

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

17.4.5 Performance during Dispute Resolution:

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

18. Force Majeure

18.1 Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, pandemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

18.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

18.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPED**

- b) such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- c) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- d) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

18.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

18.5 Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

19. Severability

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

20. Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- I. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- II. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- III. shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

21. Modification

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

22. Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinbelow.

To, The Managing Director, CGMFP Fed, Managing Director, CGMFP Fed <State name> Chhattisgarh Phone : E-mail :

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

To Operator at: Name, Designation Name of the legal entity Address: [Phone:] [Email:]
--

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

23. Transfer of Assignment

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

24. Survival:

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Federation notifies the Consultant of its release from those obligations

25. Entire Contract

The terms and conditions laid down in the RFP and all annexures there to, Response to Pre-bid queries vide Federation's letter No <NUMBER> dated <DATE>, as also the Proposal/Tender submissions (Technical & Financial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

26. Variations

C.G MFP Fed. may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

ENTIRE AGREEMENT:

This Agreement constitutes the entire and only agreement between the parties hereto and changed or modified in any manner, except by instrument signed by duly authorized officer or representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic, to be executed by their respective duly authorized officer or representative as of the day first above written:

PLACE : RAIPUR

DATE : _____

For and on behalf of,	For and on Behalf of, Service Provider's Name:
-----------------------	---

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Managing Director, CGMFP Fed <State Name>	
Sign.:	Sign.:
Name :	Name:
Designation:	Designation:

WITNESSES:

Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____

Following Schedule to be appended before signing of the Agreement

Schedule 1:

Scope of Work & Terms and Conditions

Schedule 2:

Financial proposal of the Service Provider

Schedule 3:

Name of the Project Manager, Team Leader and Name and designation and key personnel of the Service Provider to be deployed at office of C.G MFP Fed or working remotely on the assignment

Schedule 4:

List of Hardware/Software owned by CGMFPFED

Schedule 5:

Final Version of RFP (Including Corrigendum /addendums, if Any)

Schedule 6: Performance Security (Bank Guarantee)

Schedule 6: Performance Security (Bank Guarantee)

DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

(Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns;

In favour of The Managing Director, CGMFP Fed <Name of the State> and (hereinafter called "the Federation" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns); Whereas M/s _____ a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2022 issued by the Federation and selected M/s _____ (hereinafter referred to as The Bidder) for the Agreement by the Federation as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Federation and Bidder .

The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs._____/-(Rupees _____only) , payable at Raipur Branch of Bank, by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall undertake the assignment, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under We, the Guarantor, shall, without demur, pay to the Federation an amount not exceeding Rs. (Rupees only) within 7 (seven) days of receipt of a written demand therefore from the Federation stating that The Bidder has failed to fulfil its obligations. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Federation is disputed by the Bidder or not.

The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Federation,

The Federation under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from the Federation prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to the Federation In order to give effect to this Guarantee, the Federation shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by the Federation or by the extension of time of performance granted to The Bidder or any postponement for any time of the power exercisable by the Federation against The Bidder or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the

**RFP for Selection of Agency for Providing Marketing and Communication Support to
CGMFPFED**

Federation or any indulgence by the Federation to The Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under. In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written. Signed and Delivered by Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory _____ Bank