



**प्रधानमंत्री मुद्रा योजना प्रचार अभियान  
विज्ञापन / प्रचार एजेंसी चयन हेतु प्रस्ताव संबंधी अनुरोध**

- (अ) रचनात्मक सामग्री विकसित करने हेतु  
(ब) मीडिया के माध्यम से प्रचार सामग्री को जारी करना

**PUBLICITY CAMPAIGN FOR PMMY  
Request for Proposal [RfP] for  
Selection of Advertisement / Publicity agency**

- (a) for developing Creative Contents  
(b) for release of Publicity material through media

दिनांक 18/01/2018 का निविदा सं. 3556/2018/ मुद्रा /अदर्स

Tender No. :3556/2018//MUDRA/Others dated January 18, 2018

माइक्रो यूनिट डेवलपमेंट एंड रिफाइननेंस एजेंसी (मुद्रा)

एमएसएमई विकास केंद्र, सी-11, जी ब्लॉक

बांद्रा-कुर्ला कॉम्पलेक्स, बांद्रा(पूर्व) मुंबई-400059

**Micro Units Development & Refinance Agency Ltd (MUDRA)**  
MSME Development Center, Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

वेबसाइट / Website: [www.mudra.org.in](http://www.mudra.org.in)

Price of the document: ₹1,000/-

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## **INVITATION TO BID FOR ADVERTISING / PUBLICITY AGENCY/IES**

### **1 INTRODUCTION AND REQUIREMENT:**

Micro Units Development & Refinance Agency Ltd (MUDRA), a non-banking financial institution registered with RBI, is set up as a wholly owned subsidiary of the Small Industries Development Bank of India (SIDBI). MUDRA supports development of micro-enterprises sector by extending refinance support to banks and other financial institutions which are in the business of lending to micro / small business entities engaged in manufacturing, trading and service activities. MUDRA partners with Banks, MFIs and other lending institutions at state level / regional level in this endeavor.

Pradhan Mantri MUDRA Yojana (PMMY) a flagship programme of Govt. of India was launched during the launch of MUDRA on April 08, 2015. PMMY envisages financing micro enterprises engaged in manufacturing, processing, trading, service sector activities and activities allied to agriculture with loan upto Rs. 10 lakh for establishing / running the units across the country. The PMMY is implemented through Banks, MFIs and NBFCs. The loan is extended under PMMY in three categories viz. Shishu (upto Rs.50000/-) Kishore (Rs. 50000/- to 5 lakh) and Tarun (Rs.5 lakh to 10 lakh).

During 2015-16, Rs. 137449.27 crore was sanctioned for 349 lakh borrowers under PMMY. Similarly, Rs.180528.54 Crore was sanctioned for 397 lakh borrowers during FY 2016-17. During the current year, as on January 05, 2018, Rs.141238.65 crore was sanctioned to 284.79 lakh borrowers, as against a target of Rs.2.44 lakh crore. Thus the programme has been creating a lot of interest among various stake holders for creating income generating activities and to create employment in the country. In order to create better awareness about the programme and also to inspire more people to take up self-employment activities, through MUDRA loan, it is proposed to carry out a national level publicity campaign.

MUDRA therefore invites applications from accredited agencies involved in Publicity activities to carry out publicity campaign through various media for Pradhan Mantri MUDRA Yojana (PMMY) by developing suitable creatives / media content and also give publicity by releasing these details are given as per para 3 (scope of Work) of terms and conditions. You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in this documents including Annexures and formats attached

### **2 OBJECTIVE OF THE CAMPAIGN: -**

The campaign is aimed to build awareness and educate people at large regarding:

- (i) Different products under PMMY
- (ii) Benefits of PMMY Loan
- (iii) Mudra sub products
- (iv) Usage of Mudra cards
- (v) Emulating success stories.
- (vi) Building up credit history of borrowers.
- (vii) Conveying the concept of Development through credit– Borrow, Grow and repay.

### 3 SCOPE OF RFP / WORK:

- a) Selection of suitable advertising/publicity agency for developing creative / media content for Pradhan Mantri MUDRA Yojna (PMMY) campaign. The job involves conceptualizing, developing and creating media campaign materials to be issued through various media.
- b) Selection of agency for releasing advertisements and other publicity material in print, electronic as well as outdoor media at regional and national level. The work includes preparation of media plan and co-ordinating actual release of spots/advertisements in various channels of publicity like print, electronics and outdoor publicity media. .

The agency may apply to take up either 'a' or 'b' or both and bid accordingly. However, MUDRA reserves the right to award work to a Govt. agency like DAVP, if it so desire, for release of the advertisement and publicity materials.

**3.1** The scope of work in the assignments will include;

#### **A) Creative/ media content development (Bid I)**

The agency will have to develop creative media content for the purpose of advertising in various media like newspaper, radio, television, social media and other modes of publicity including hoardings etc. The creatives would be developed as under: -

- (i) Half Page/ Quarter page Advertisements in Newspaper
- (ii) Advertisements for magazines on cover / inner page
- (iii) Advertisements for Bus Shelters, Bus and Auto Panels
- (iv) Outdoor Advertisements like Hoardings / Banners / Standees
- (v) Cinema Commercials
- (vi) TV advertisement along with Tickers
- (vii) Radio Advertisement
- (viii) Radio Jingles
- (ix) Designing of Leaflets, Booklets, Brochures, Posters, Standees, Backdrops etc
- (x) Short videos for social media

The details are given in Annexure VIII.

**3.1.1** The print content will have to be prepared in Hindi and English first and thereafter translate into 12 regional languages (Marathi, Gujarati, Bangla, Oriya, Assamese, Tamil, Telugu, Kannada, Malayalam, Punjabi, Urdu and Kashmiri). The content for radio jingles and TV/ cinema commercial will be in Hindi and 11 regional languages (except English and Urdu), while for social media it shall be in 13 languages (except Urdu). The content shall be prepared by taking into account the following:

- (i) Concept of Pradhan Mantri MUDRA Yojana (PMMY)
- (ii) Different products and sub products under PMMY
- (iii) Usage and benefits of MUDRA Card.

- (iv) Benefits of creating credit history for Mudra borrowers
- (v) Graduating from small loans to larger loans for expansion of business
- (vi) Targets and achievements so far, in past two and half years.
- (vii) Coverage of various categories of Borrowers, especially women, SC/ ST / OBC, new entrepreneurs etc.
- (viii) Success stories of PMMY.

The creatives should have pan India flavour.

#### **B) Release of creatives (Bid II)**

The creatives developed are to be released through:-

- (i) Telecast on TV in various channels, Doordarshan and Private channels
- (ii) Broadcasting on Radio (FM & AIR)
- (iii) Exhibiting commercials in theaters
- (iv) Publication in Newspapers, Magazines
- (v) Standees at various events of PMMY/ bank branches
- (vi) Hoarding /Banners.
- (vii) Advertisements on Bus shelters and Bus and Auto Panels
- (viii) Social media

Wherever DAVP rates are applicable, the same shall be used for release of advertisements. In case of others, the best possible rates are to be adopted.

The creatives developed shall also be used in leaflets, booklets, brochures, posters, standees, backdrops etc.

#### **4 CRITICAL INFORMATION:**

<b>SNo. क्र.सं.</b>	<b>Events / कार्यक्रम</b>	<b>Particular / विशेष, Date/ तिथि &amp; Time/ समय</b>
1	Purpose / उद्देश्य	Selection of Advertisement Agency for (a) developing creative/ publicity contents for PMMY for release in various media and (b) for releasing advertisements / other publicity materials for organising publicity campaign for PMMY through various media
2	EMD / ईएमडी	All the responses must be accompanied by a refundable interest free security deposit of amount of Rs. 2,00,000/- (Rupees Two lakh only) for item 'a' and Rs. 50,000/- (Rs. Fifty thousand only) for item 'b'.
3	Application Fee / आवेदन शुल्क	All the responses must be accompanied by a Non-refundable application fee of ₹1,000/-

		(Rupees One Thousand only) each for assignment 'a' and 'b' separately.
4	Last date for seeking clarifications / पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि	29 January, 2018 by 05:00 pm
5	Pre Bid meeting)/ पूर्व-बोली बैठक	30, January 2018 at 3:00 PM
6	Hosting of responses to pre-bid queries on the website	Within 5 working days following the Pre-Bid meeting
7	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	09 February, 2018 on or before 4:00pm
8	Address for Bid Submission / pre-bid / बोली जमा करने का पता	<b>MD &amp; CEO</b> Micro Units Development & Refinance Agency Ltd (MUDRA), 1st Floor, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), <b>Mumbai - 400 051</b> Phone:022-67531100/67531231/ 67221507
9	Date & Time of Opening of Minimum Eligibility bid & Technical bid / न्यूनतम व तकनीकी बोली खोलने की तिथि व समय	09 February, 2018 at 4:30pm
10	Date and time of Presentation (Part of technical bid) and opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated at a later date बाद में सूचित किया जायेगा
11	Bid Validity/ बोली के वैद्यता	<b>180 days</b> from the last date of bid submission. बोली जमा करने की अंतिम तिथि से 180 दिन तक।
12	Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ	The bidders are required to arrange for presentation. Date would be intimated after bid submission. बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा।

13	<b>Contact details of MUDRA officials / मुद्रा अधिकारियों के संपर्क विवरण</b>	
	Rajesh Kumar, AGM 022-67531231	R B Rahate, Dy General Manager 022-67221507
14	Website of MUDRA	<a href="http://www.mudra.org.in">www.mudra.org.in</a>

#### 4.1 BID PRICE:

**4.1.1** Non-refundable Bid Price of ₹1,000/- (Rupee One Thousand only) each by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring '**Micro Units Development & Refinance Agency Ltd**', payable at Mumbai, must be submitted along with RFP in selection of Advertisement Agency / Publicity agency for (a) developing creative/ publicity contents for PMMY for release in various media and (b) for releasing advertisements / other publicity materials for organising publicity campaign for PMMY through various media.

**4.1.2** The MUDRA may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.

#### 4.2 INSTRUCTION TO BIDDERS

**4.2.1** The bidder are free to bid either for creative content development or release / publicity thereof or both.

**4.2.2** The contract will be valid for one year from the date of awarding the same.

**4.2.3** The selected agencies shall implement the assignment in coordination with MUDRA and Government authorities like DFS.

**4.2.4** The selected agency should have the adequate experience, good infrastructure and resource personnel including experts proficient in regional languages and dialects to execute the work.

**4.2.5** To effectively utilize the strength of an agency in a particular medium, MUDRA reserves the right to split the engagement for development of creative media/ publicity content and release of creatives between two or more shortlisted agencies in different mediums.

- 4.2.6** The agency assigned to do the creatives would provide the same in the final release (open) format to the selected agency/agencies for release. MUDRA reserves the right to release the advertisement through DAVP or any other Govt. agency .
- 4.2.7** The intellectual property right (IPR) of the creative content developed under the RFP shall be with MUDRA. The creative agency has to share the content developed with agencies selected for its release without any additional cost / fee.
- 4.2.8** MUDRA reserves rights to modify the assignments and / or assign additional requisites (not exceeding 10% of the contracted amount), especially in case of any emergency / exigency at the contracted rates.

## **5 INFORMATION PROVIDER**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with MUDRA in relation to the provision of services. Neither MUDRA nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither MUDRA nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### **5.1 DISCLAIMER:**

Subject to any law to the contrary, and to the maximum extent permitted by law, MUDRA and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities,

expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of MUDRA or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**5.2 COSTS TO BE BORNE BY RESPONDENTS**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by MUDRA, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

**5.3 NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and MUDRA until execution of a contractual agreement.

**5.4 RECIPIENT OBLIGATION TO INFORM ITSELF**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

**5.5 EVALUATION OF OFFERS**

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document

that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

**5.6 ACCEPTANCE OF SELECTION PROCESS**

Each Recipient / Respondent having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

**5.7 ERRORS AND OMISSIONS**

Each Recipient should notify MUDRA of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgement of Response to RFP.

**5.8 ACCEPTANCE OF TERMS**

Recipient will, by responding to MUDRA for RfP, be deemed to have accepted the terms as stated in this RFP.

**5.9 Requests for Proposal**

**5.9.1** Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact persons.

**5.9.2** MUDRA may, in its absolute discretion, seek additional information or material from any Respondents after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.

**5.9.3** Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

**5.9.4** If MUDRA, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then MUDRA reserves the right to communicate such response to all Respondents by publicizing the same in mudra website.

**5.9.5** MUDRA may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

## **5.10 Notification**

MUDRA will notify all short-listed Respondents in writing or by email or notifying in mudra website as soon as practicable, about the outcome of their RfP. MUDRA is not obliged to provide any reasons for any such acceptance or rejection.

**5.10.1** Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section..

**5.10.2** The text of the clarifications asked (without identifying the source of enquiry) and the response given by the MUDRA, together with amendment to the bidding document, if any, will be posted on the MUDRA ([www.mudra.org.in](http://www.mudra.org.in)) website. It would be responsibility of the bidder to check the websites before final submission of bids.

## **5.11 AMENDMENT TO THE BIDDING DOCUMENTS:**

**5.11.1** At any time prior to the date of submission of Bids, the MUDRA, for any reason, may modify the Bidding Document by amendment.

**5.11.2** The amendment will be posted on MUDRA's website [www.mudra.org.in](http://www.mudra.org.in).

**5.11.3** All Bidders must ensure that such clarifications have been considered by them before submitting the bid. MUDRA will not have any responsibility in case some omission is done by any bidder.

**5.11.4** In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the MUDRA, at its discretion, may extend the deadline for the submission of Bids.

## **5.12 BID VALIDITY:**

**5.12.1** Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.

**5.12.2** In exceptional circumstances, MUDRA may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

MUDRA, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

**5.13 LANGUAGE OF BID:**

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and MUDRA and supporting documents and printed literature shall be written in English.

**5.14 SUBMISSION OF BIDS**

**5.14.1** The bids must be received by the MUDRA at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.

**5.14.2** In the event of the specified date for the submission of bids, being declared a holiday for the MUDRA, the bids will be received up to the appointed time on the next working day.

**5.14.3** The MUDRA may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the MUDRA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

**5.15 MODIFICATION AND/ OR WITHDRAWAL OF BIDS:**

**5.15.1** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the MUDRA, prior to the deadline prescribed for submission of bids.

- 5.15.2** The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the MUDRA not later than the deadline for submission of bids.
- 5.15.3** No bid may be modified or withdrawn after the deadline for submission of bids.
- 5.15.4** MUDRA has the right to reject any or all bids received without assigning any reason whatsoever. MUDRA shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

**5.16 REQUEST FOR INFORMATION:**

- 5.16.1** Recipients are required to direct all communications for any clarification related to this RFP, to the nominated officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.
- 5.16.2** All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. MUDRA will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.
- 5.16.3** However, MUDRA will not answer any communication reaching the MUDRA later than the time stipulated for the purpose.
- 5.16.4** The MUDRA may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

**5.16.5** The MUDRA may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

### **5.17 DISQUALIFICATION**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

### **5.18 PRE CONTRACT INTEGRITY PACT (IP)**

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XV** on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

### **5.19 IMPORTANT**

Bidders must take the following points into consideration during preparation and submission of bids.

- 5.19.1** Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- 5.19.2** Faxed copies of any submission are not acceptable and will be rejected by MUDRA.
- 5.19.3** Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 5.19.4** If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 5.19.5** The RFP is floated on MUDRA website <http://www.mudra.org.in> and Central Public Procurement Portal (CPPP) at <http://www.eprocure.gov.in> MUDRA reserves the right to change the dates mentioned above. Changes and clarification, if any, related

to RFP will be posted on MUDRA website and CPPP. Bidders must have close watch on MUDRA website and CPPP during the intervening period before submitting response to RFP.

- 5.19.6** The bidder can quote for “a” or “b” or both. But cannot quote only for a few items under each assignment. .
- 5.19.7** Each bidder shall submit only one proposal for each assignment.

## **6 EVALUATION METHODOLOGY & AWARD OF CONTRACT:**

### **6.1 EVALUATION METHODOLOGY:**

#### **OBJECTIVE:**

**6.1.1** The objective of this evaluation methodology is to facilitate the selection of advertising/ publicity agency for developing creative media contents and also release thereof, for ensuring technically superior and professional services at optimal cost.

**6.1.2** The project is based on fixed cost / charge and the selected bidder has to deliver the services as per scope of the project.

### **6.2 EVALUATION PROCESS:**

**6.2.1** MUDRA has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

- (i) Minimum Eligibility Criteria
- (ii) Technical Bid (including a detailed presentation)
- (iii) Commercial Bids (to be opened for technically shortlisted bidders only)

**6.2.2** MUDRA shall evaluate first the ‘Eligibility Criteria’ bid and based on its evaluation, ‘Technical Bids’ shall be evaluated at the second stage. ‘Commercial bids’ shall be opened for the bidders shortlisted after technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative

Technical Bid Score will get a weightage of 75% and Relative Commercial Bid Score a weightage of 25 %.

**6.2.3** The evaluation by MUDRA will be undertaken by a Committee of officials or/and representatives formed by MUDRA and its decision will be final.

**6.2.4** The Bank reserves the right to select one or more agencies for implementation of the Project. If found necessary, project may be split between two or more agencies. The evaluation process would consider whether the Agency fulfills the necessary eligibility criteria and has requisite prior experience, resources and expertise to address MUDRA's requirements process that has gone behind the preparation of the RFP response, the degree of clarity, understanding of MUDRA's stated objectives and the level of commitment exhibited by the Agencies.

**6.2.5** During the course of technical evaluation if found necessary, MUDRA may seek supplementary details and the same be submitted within the stipulated time. Non-submission of such details in time may render such applications for disqualification from further evaluations.

**6.2.6** MUDRA reserves the right to not open commercial bids of bidders that are found to be technically deficient.

### **6.3 OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS**

**6.3.1** Bids received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.

**6.3.2** On the scheduled date and time, bids will be opened by MUDRA Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.

**6.3.3** If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, MUDRA at its discretion will proceed further with opening of the technical bids in their absence.

**6.3.4** The Bidder name, presence or absence of requisite EMD and such other details as MUDRA, at its discretion, may consider appropriate will be announced at the time of bid opening.

**6.3.5** Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

**6.4 PRELIMINARY EXAMINATION:**

**6.4.1** MUDRA will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

**6.4.2** MUDRA may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

**6.4.3** Prior to the detailed evaluation, MUDRA will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The MUDRA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

**6.4.4** If a Bid is not substantially responsive, it will be rejected by MUDRA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**6.4.5** The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information

required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

**6.5 EVALUATION OF ELIGIBILITY CRITERIA:**

**6.5.1** Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' as contained in Annexure III. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.

**6.5.2** Successful bids out of this stage would be considered for technical evaluation.

**6.5.3** Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

**6.6 EVALUATION OF TECHNICAL BIDS**

**6.6.1** The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

**6.6.2** MUDRA may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by MUDRA.

**6.6.3 Technical bids would be evaluated on the parameters and presentation as below.**

**TECHNICAL BIDS EVALUATION CRITERIA FOR AGENCY (BOTH FOR CONTENT DEVELOPMENT AND RELEASE OF PUBLICITY MATERIAL)**

<b>Sr. No.</b>	<b>Details required / Parameters on which Bidder will be scored for Advertisement Agency</b>	<b>Maximum Marks</b>
<b>A</b>	<b>Idea/ concept of the proposed assignment</b>	
	<p>1.The bidder is required to submit the concept of their idea for carrying out the campaign (preparation of media contents/ publicity materials in various form i.e. Print, audio and video form, and/ carrying out publicity campaigns through various media, by submitting suitable sketches, blue print etc.</p> <p>2. The copy of media contents developed earlier of such instances may also be shared</p>	<b>30</b>
<b>B</b>	<b>Presentation by the bidders on the concept of the proposed campaign- to be made before the evaluation committee during the Technical evaluation covering the following:</b> (Key members of the creative team to be present during the presentation)	
	<ol style="list-style-type: none"> <li>1. Understanding of RFP and its execution by the agency</li> <li>2. Strength of the agency for carrying out the assignment</li> <li>3. Past experience in carrying similar assignments; share the contents of earlier such campaigns carried out</li> <li>4. Experience in organizing publicity campaigns in BFSI sector in the past three years, either in production media contents or release of publicity material through various media vis. Print, TV, cinema, social media and radio</li> <li>5. Experience of dealing with -crises around brands/ products</li> <li>6. Details presentation on overarching ideas for proposed publicity campaign on MUDRA/ PMMY</li> <li>7. Proposed methodology and action plan for carrying out the proposed campaign including development of the creative content and publicity / release thereof.</li> <li>8. Financial and physical strength of the firm including               <ol style="list-style-type: none"> <li>(a) Manpower (Experience of the team lead assigned to the Banks/FIs.)</li> <li>(b) Network of offices</li> <li>(c) Other infrastructural support facilities available with the firm</li> </ol> </li> <li>9. Awards and Accreditations received for the agency</li> </ol>	<b>70</b>
	<b>Total marks awarded</b>	<b>100</b>

**6.6.4** Technical bids would be evaluated on the basis of a presentation of understanding of the assignment, credentials for the assignment, concept / media plan, as the case may be, methodology/ action plan, turnaround time etc.

**6.6.5** The technical bid will be analyzed and evaluated by a committee, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.

**6.6.6** Relative Technical Score ( $RS_{Tech}$ ) for each agency will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} * 100$$

Where,

$RS_{Tech}$  = Relative score obtained by the bidder  
 $T$  = Technical score obtained by bidder  
 $T_{High}$  = Highest Technical score secured among the Bidders

Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.

**6.6.7** If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 75$ ), MUDRA reserves the right to short list maximum top 3 bidders subject to a minimum of  $RS_{Tech} \geq 70$ .

## **6.7 COMMERCIAL BIDS:**

**6.7.1** The Bidder is required to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

**6.7.2** While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by MUDRA, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to MUDRA in its favour. This will remain applicable throughout the contract period.

**6.7.3** The Commercial Bid should be submitted in the format prescribed in the Annexure VIII. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of MUDRA.

## **6.8 EVALUATION OF COMMERCIAL BIDS**

**6.8.1** In this phase, the Commercial Bids of the Bidders, who are found shortlisted and technically qualified in previous phase, will be taken for commercial evaluation.

**6.8.2** The date for opening of commercial bids will be advised separately.

**6.8.3** Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

**6.8.4** Relative Commercial Score ( $RS_{Com}$ ) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

**Where:**

$RS_{Com}$  = Relative score for Commercial Bid of the bidder

$C$  = Commercial bid value of the bidder under consideration

$C_{Low}$  = Lowest commercial bid value out of all the eligible commercial bids obtained.

## **6.9 FINAL SELECTION OF THE ELIGIBLE BIDDER**

Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RS_{Tech} \times 0.75 + RS_{Com} \times 0.25$$

The eligible bidder will be selected based on maximum Relative Score (RS) obtained.

**6.9.1.** The bidder with the highest Relative Score (RS) will be selected for further discussion and execution of the assignment.

**6.9.2.** In case of a tie after the commercial evaluation stage, MUDRA's decision will be final and will be based on marks scored in the technical evaluation only.

**6.9.3.** The Bidders shall submit their offers strictly in accordance the terms & condition of the Tender document.

## **7. TERMS AND CONDITIONS**

### **7.1. DEFINITIONS:**

In this Contract, the following terms shall be interpreted as indicated:

- i) "MUDRA" means Micro Units Development & Refinance Agency Ltd (MUDRA);
- ii) DFS – Department of Financial Services, MOF, GOI
- iii) "The Contract" means the agreement entered into between the MUDRA, and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- iv) "The Contract Price" means the price payable to the Vendor/Bidder/Supplier under the Contract for the full and proper performance of its contractual obligations;
- v) "The Services" means execution of the project as required including release of the publicity material through various media and those services ancillary to the same and other such obligations of the Supplier covered under the Purchase Contract;
- vi) "TCC" means the Terms and Conditions of Contract contained in this section;
- vii) "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract.
- viii) NABARD – National Bank for Agriculture and Rural Development
- ix) SBI – State Bank of India

## 7.2. RESPONSIVE BIDS:

7.2.1 Bidders are required to submit their responses in a THREE envelope, with contents of each as under:-

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p><b>Minimum Eligibility Bid</b></p> <p>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></p> <p>ii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III(A)</b></p> <p>iii. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV.</b></p> <p>iv. DDs/Instruments towards bid price</p> <p>v. DD/Instrument towards EMD OR bid security as per format prescribed in <b>Annexure – XII.</b></p> <p>vi. Conformity of Hardcopies in <b>Annexure - XIII</b></p> <p>vii. Power of Attorney as per format prescribed in <b>Annexure - XIV</b></p> <p>viii. Pre-Contract Integrity Pact as per format <b>Annexure – XV</b></p>	<p>Hardcopy – 1 and Soft copy on pen drive or CD</p>	<p>“Minimum Eligibility – Selection of Advertisement / Publicity Agency - RfP No. 3556/2018/MUDRA/OTHER/dated January 18, 2018</p>
II	<p><b>Technical Bid</b></p> <p>i. Response to Technical Bid as per Application in <b>Annexure-II</b></p>	<p>Hardcopy – 1 and Soft copy on pen drive or CD</p>	<p>“ Technical Bid – Selection of Advertisement / Publicity Agency – RfP 3556/2018//MUDRA/Others dated January 18, 2018.</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	ii. Non-disclosure Agreement as per <b>Annexure-IX</b> iii. Statement of deviations as per <b>Annexure-VII</b>		
<b>III</b>	<b>Commercial Bid</b> i. Response to Commercial Bid as per format prescribed in <b>Annexure-VIII.</b>	Hardcopy – 1	“Commercial Bid – Selection of Advertisement / Publicity Agency– RfP No. <b>3556/2018//MUDRA/Others dated January 18, 2018.</b>

- 7.2.2** The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the response.
- 7.2.3** Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 7.2.4** The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum eligibility, Technical or Commercial). All the individual envelopes must be super-scribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.
- 7.2.5** If the envelope(s) are not sealed and marked as indicated, MUDRA will assume no responsibility for the Bid's misplacement or its premature opening.
- 7.2.6** The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Prequalification / Technical Bid covers will make bid liable for rejection.
- 7.2.7** The RFP is hosted on MUDRA website <http://www.mudra.org.in> and also on Central Public Procurement Portal (CPPP). MUDRA reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFP will be posted on Bank web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RFP.
- 7.2.8** Each of the envelope(s) shall be addressed to MUDRA at the address given below:

**Managing Director & CEO**

Micro Units Development & Refinance Agency Ltd (MUDRA)  
MSME Development Center, 1st Floor,  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East)  
**Mumbai 400 051**

**7.3 EARNEST MONEY DEPOSIT:**

**7.3.1** All the responses must be accompanied by a refundable interest free security deposit of ₹2,00,000/- (Rupees Two lakh only) for assignment 'a' and Rs. 50,000/- ([Rupees Fifty thousand only](#))-for assignment 'b'.

**7.3.2** EMD should be in the form of:

**7.3.2.1** Demand Draft / Banker's Cheque in favour of "Micro Units Development & Refinance Agency Ltd)" payable at Mumbai should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank. OR

**7.3.2.2** Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in **Annexure - XI**.

**7.3.3** Format of EMD/ Bid Security is prescribed in **Annexure- XII**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

**7.3.4** No interest will be paid on EMD.

**7.3.4.1** Request for exemption from EMD will not be entertained.

**7.3.4.2** The EMD amount / BG of all unsuccessful bidders would be refunded/returned immediately upon occurrence of any the following events, whichever is earlier:

**7.3.4.3** Receipt of the signed contract and performance security from the successful bidder. OR

**7.3.4.4** Issue of Letter of Intent /Purchase Order to the successful bidder. OR

**7.3.4.5** The end of the bid validity period, including extended period (if any),

**7.3.5** Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.

**7.3.6** The bid security may be forfeited if:

**7.3.6.1** Bidder withdraws its bids during the period of bid validity.

**7.3.6.2** Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

**7.3.6.3** In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

**7.3.6.4** Besides forfeiting the EMD, MUDRA may ban the bidder from subsequent bidding for a maximum period of 3 years.

#### **7.4. REPRESENTATIVE:**

7.4.1. The agency will assign a person, who will provide the management interface facility and has the responsibility for managing the complete service delivery as per scope of work. He / She will be single point of contact on behalf of the agency.

#### **7.5. LIQUIDITY DAMAGES FOR DEFAULT IN SERVICES:**

7.5.1. In case of deficiency in executing the project to the satisfaction of MUDRA, liquidated damages subject to the maximum 10% of the cost of the retainer fee could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of MUDRA and the service provider would be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and/or non-performance.

#### **7.6. PRICE :**

7.6.1. The fee of the bidder with the highest Relative Score (RS) decided through the process described earlier would remain valid for the entire contract period.

7.6.2. The accepted price shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary on account of any increase/decrease of cost of material/labours or any other reasons whatsoever.

#### **7.7. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.7.1. The Agency shall not, without the MUDRA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the

performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

7.7.2. The Agency will treat as confidential all the data and information about MUDRA, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MUDRA.

#### **7.8. SUBCONTRACTS:**

The Agency may sub contract the work provided the intimation in writing of all collaborations be given to MUDRA. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be solely responsible for the performance of sub-contractors appointed by it.

#### **7.9. APPLICABLE LAWS:**

7.9.1. The Contract shall be interpreted in accordance with the laws prevalent in India.

7.9.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify MUDRA about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect MUDRA and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

#### **7.10. TERMINATION:**

MUDRA reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- (i) Failure of the successful bidder to accept the contract
- (ii) Delay in executing the project
- (iii) Serious problems in quality of services
- (iv) MUDRA reserves the right to terminate the contract by providing a 1 (ONE) month notice without assigning any reasons.

#### **7.11. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

7.11.1. MUDRA reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

7.11.2. MUDRA will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

7.11.3. The bids received and accepted will be evaluated by MUDRA to ascertain the best and lowest bid in the interest of MUDRA. However, MUDRA does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. MUDRA reserves the right to re-tender.

**7.12. TAXES:**

The agency shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the work as required for the assignment. Only GST will be payable by MUDRA. Tax will be deducted from the payment of the Agency as per applicable law. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by MUDRA, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to MUDRA in its favour. This will remain applicable throughout the contract period.

**7.13. STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND CHARGES:**

The agency shall comply with and give all notices required by any act, any instrument, rule, or order made under any act, or any regulation with regard to the assignment. The Agency would comply with all applicable laws as they relate to its performance under his agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

**7.14. RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:**

All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of MUDRA and paid for by MUDRA shall vest with MUDRA. Provided, that MUDRA would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from MUDRA. All concepts, communications, etc, created and conceived by the Agency on behalf of MUDRA, and involving name of MUDRA, shall not form part of any award or competition or promotion unless prior written consent of MUDRA has been obtained thereof.

**7.15. CONFIDENTIALITY:**

Information provided under this RfP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter,

divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.

**7.16. INDEMNIFICATION:**

All applicants under the RFP absolutely, irrevocably and unconditionally here by indemnifies and undertakes to keep MUDRA and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by MUDRA and or its Directors, officers, employees, agents, and representatives due to reasons of

(a) Breach, misconduct, omissions or

(b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

**7.17. CONDITIONAL BIDS**

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

**7.18. CONTACTING MUDRA**

7.18.1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from MUDRA, bidder shall NOT contact the MUDRA on any matter relating to its Bid.

7.18.2. Any effort by the Bidder to influence MUDRA in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

**7.19. IPR INFRINGEMENT**

7.19.1. As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/ service provider shall be primarily liable to indemnify MUDRA to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

**7.20. INDEMNITY**

- 7.20.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold MUDRA, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against MUDRA as a result of:
- 7.20.2. MUDRA's authorized / bona fide use of the deliverables and /or the services provided by Bidder under this RFP document; and/or any subsequent agreement; and/or
- 7.20.3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP document or any subsequent agreement; and/or
- 7.20.4. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against MUDRA; and/or
- 7.20.5. Breach of any of the term of this RFP document and/or of the agreement to be entered subsequent to this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RFP document and/or of the agreement to be entered subsequent this RFP; and/or
- 7.20.6. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
- 7.20.7. Any or all deliverables or services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 7.20.8. Breach of confidentiality obligations of the Bidder contained in this RFP document; and/or
- 7.20.9. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 7.20.10. The Bidder will have to at its own cost and expenses defend or settle any claim against MUDRA that the deliverables and services delivered or provided under this RFP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the

country where the deliverables and services are used, sold or received, provided MUDRA:

7.20.11. Notifies the Bidder in writing; and

7.20.12. Cooperates with the Bidder in the defence and settlement of the claims.

7.20.13. The Bidder shall not be liable for defects or non-conformance resulting from:

7.20.14. Software, hardware, interfacing not approved by Bidder; or

7.20.15. Unauthorized modification of Software or any individual product supplied under this RFP document, or MUDRA's failure to comply with any mutually agreed environmental specifications.

7.20.16. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,

7.20.17. Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.

**7.22** All Bidders under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep MUDRA and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by MUDRA and or its Directors, officers, employees, agents, and representatives due to reasons of

a) Breach, misconduct, omissions or

b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

## **7.22. PERFORMANCE BANK GUARANTEE (PBG)**

7.22.1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank

equivalent to 10% of the total contract value for one year. The year having highest contract value will be used for calculation of value of PBG. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.

7.22.2. In the event of non-performance of obligation or failure to meet terms of this RFP/Contract, MUDRA shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.

7.22.3. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by MUDRA, MUDRA reserves the right to cancel the order and forfeit the EMD.

7.22.4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of MUDRA that there are no dues recoverable from the successful Bidder.

7.22.5. Notwithstanding anything to the contrary contained in the contract, MUDRA shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

7.22.6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by MUDRA.

7.22.7. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, MUDRA will inter-alia, be at liberty to invoke the performance guarantee hereinabove in addition to other remedies available to it under the contract or otherwise.

7.22.8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of MUDRA should entitle the Bidder to a reasonable extension of time, such extension may be considered by MUDRA at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. MUDRA shall not be liable for any extra financial commitment

due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

### **7.23. FORFEITURE OF PERFORMANCE SECURITY**

7.231. MUDRA shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the MUDRA's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

7.23.2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, MUDRA shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

### **7.24. LIMITATION OF LIABILITIES**

7.24.1. Save and except the liability under Section of 'IPR Infringement' in Clause 8.19 and indemnity provision in Clause herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

7.24.2. Conflict of Interests: The Bidder shall hold MUDRA's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of the contract entered into pursuant to this RfP, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the MUDRA and seek its instructions.

### **7.25. CONFIDENTIALITY**

7.25.1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer,

employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

7.25.2. This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

7.25.3. “Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

7.25.3.1. relates to the Disclosing Party; and

7.25.3.2. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

7.25.3.3. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

7.25.3.4. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by MUDRA with the Bidder.

7.25.3.5. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.

7.25.4. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- 7.25.5. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 7.25.6. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- 7.25.6.1. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- 7.25.6.2. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- 7.25.6.3. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- (i) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- (ii) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its

advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

- (iii) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
- (iv) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

The restrictions in the preceding clause shall not apply to:

- (i) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- (ii) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- (iii) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

## **7.26. CORRUPT AND FRAUDULENT PRACTICE**

7.26.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders are requested to note the following:

7.26.1.1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

7.26.1.2. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the MUDRA and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive MUDRA of the benefits of free and open competition.

7.26.1.3. MUDRA reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **7.27. GRIEVANCES REDRESSAL MECHANISM**

7.27.1. MUDRA has a grievances redressal mechanism for its customers and designated grievances redressal officers. MUDRA would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RFP.

## **7.28. MISCELLANEOUS**

7.28.1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RFP and its Annexures.

7.28.2. MUDRA shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

7.28.3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. MUDRA may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

7.28.4. Bidder shall promptly notify MUDRA of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.

7.28.5. Bidder shall indemnify, protect and save MUDRA against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.

7.28.6. Any publicity by Bidder in which the name of MUDRA is to be used should be done only with the explicit written permission of MUDRA.

7.28.7. Bidder is obliged to give sufficient support to MUDRA's staff, work closely with MUDRA's staff, act within its own authority, and abide by directives issued by MUDRA that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

#### **7.29. NOTICES .**

7.29.1. Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entered into pursuant to this RfP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RFP. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RFP.

7.29.2. MUDRA reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP. Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of MUDRA. Bidder shall take suitable measures for them in this regard.

#### **7.30. OTHER TERMS & CONDITIONS :**

- 7.30.1. The Agencies selected will have to execute a contract with MUDRA in the format approved by MUDRA, which will be delivered to them after their selection.
- 7.30.2. In case any Agency closes any of its offices, it should immediately inform MUDRA about the fact in writing.
- 7.30.3. On renewal of INS Accreditation Certificate, Doordarshan & AIR accreditation/ registration certificate, copy of the same be submitted to MUDRA.
- 7.30.4. The Agencies shall seek the prior written approval of MUDRA before carrying out any market research, advertising research, public relations, consultancy services, supervisory services, printing etc. in respect of any assignment for MUDRA.
- 7.30.5. MUDRA shall make every effort to issue instructions and approval in writing to the agencies. However, if the same is conveyed orally, the agencies shall get it confirmed immediately from MUDRA at the earliest in writing to avoid disputes.
- 7.30.6. The Agencies shall abide by all relevant rules and regulations of the government as issued from time to time. The agencies shall be responsible for adhering to norms of the Advertising Standards Council (ASCI), Indian Newspapers Society (INS) and other applicable regulations and must ensure that each advertisement released by them on behalf of MUDRA is honest, truthful and conforms to the aforesaid requirement. They shall also maintain the highest standards of advertising principles.
- 7.30.7. The Agencies should be sincere and prompt in responding to the call of MUDRA.
- 7.30.8. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agencies should be able to execute order at short notices and even on holidays.
- 7.30.9. MUDRA's dealing with the Agencies shall be on a principal- to- principal basis and MUDRA shall have no liability to pay any media or suppliers for anything done by the agencies. Where MUDRA has to sign joint contracts with third party media or suppliers, the Agencies shall have to satisfy MUDRA about

proof of payment to the media or suppliers in scheduled time before release of payment by MUDRA.

- 7.30.10. The rates approved by MUDRA shall be treated as final. In case of any revision thereof due to any reason, the Agencies shall intimate the same to MUDRA immediately and seek fresh approval of MUDRA.
- 7.30.11. The Agencies shall return all artworks, blocks, films, CDs, photographs etc. given to them by MUDRA for use of the publishers, printers, channels, radio stations, digital team etc. from time to time.
- 7.30.12. Arrangement / Procurement of image / human faces / characters / insignia etc. for use in Advertisement(s) / Publicity shall be at the cost and responsibility of the Agencies and MUDRA shall not pay anything on this account. No dispute can be raised against MUDRA in such matters by the agencies or any third party. The Agencies shall be solely responsible for compensation etc., if any, ordered to be paid by any court or Forum in any such matters. It may be noted that the contents creatives / images used by the Agencies in the designs should be on EXCLUSIVE RIGHTS BASIS. The agencies shall indemnify MUDRA in this regard and in respect of any third party claims.

**ANNEXURE-I**

**Eligibility Bid - Covering Letter**

(To be submitted on Prime Bidder's letter head separately for each assignment)

**Managing Director & CEO**

Date:

MUDRA

Ist floor, MSME Development Center

C-11, 'G' Block

Bandra Kurla Complex

Bandra (East)

**Mumbai - 400 051**

Dear Sir,

**Selection of Advertisement / Publicity Agency**

**RfP No : 3556/2018//MUDRA/Others dated January 18, 2018**

We, the undersigned bidders, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of **₹1,000/- (₹ One Thousand only)** towards non-refundable bid price for Advertisement / Publicity Agency for developing creative content and release / publicity thereof.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of **₹2,00,000/- (₹ Two lakh only)** towards EMD for developing creative/ publicity contents for PMMY for release in various media and Rs. 50000/- (Rupees Fifty thousand only) towards EMD for releasing advertisements / other publicity materials for organising publicity campaign for PMMY through various media. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RFP.
3. Minimum Eligibility bid and Technical bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RFP in our bid response. Having submitted our response to the aforesaid RFP, we also understand not to have any option to raise any objection against any of the said processes defined in the RFP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date :

Place :

Signature of Authorised Signatory :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

**ANNEXURE - II****APPLICATION FOR SELECTION OF ADVERTISEMENT / PUBLICITY AGENCY****(to be submitted on Agency letter head)**

Date:

Managing Director & CEO  
MUDRA  
1st floor, MSME Development Center  
Plot No. C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400051

We hereby offer to submit our request for Selection of Advertisement / Publicity Agency of MUDRA for one year as per proposal reference Tender No: **3556/2018/MUDRA/Others** (Tender- Advt. Agency) Dated: January 18, 2018 for development of creative contents and / release of publicity material. We have read, and understood the content of RFP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

**Our Advertisement / Publicity Agency brief Profile is as under:**

<b>Sr. No.</b>	<b>Brief Contents</b>	
1	Name of the Agency	
2	Address and Telephone Numbers	
	Registered/Head office	
	Address of the office at Mumbai and Delhi	
	Address of the other offices/branches, if any in the country	
	Legal status of Agency	(Proprietorship / partnership / Public or Private Ltd company)
3	Name of the Proprietor / Partners / Directors	
4	Names of the Key Managerial personnel with contact Person/s  Contact Tele/Mob. No. and Email ID etc	May enclose Separate sheet along with annexure if need be.
5	Date of establishment /incorporation	
6	Empanelment Details along with the number of publicity assignments done for NABARD, SIDBI and SBI or Public Sector Banks/ FI, if any, in the last 3 years (Please enclose relevant order copies)	
	With NABARD, SIDBI and SBI	1. Date of empanelment: 2. Assignments done in the past 3

		years along with contract value: 3. Assignments in hand at present along with contract value: 4. Details of the publicity activities carried out, in the last 3 years ( to be given in separate sheets)
	With Public Sector Banks / FIs, if any	1. Date of empanelment: 2. Assignments done in the past 3 years along with contract value: 3. Assignments in hand at present along with contract value: 4. Details of the publicity activities carried out in the last 3 years( to be given in separate sheets)
7	Name & Designation of Team Leader	
8	Details of qualified manpower	
9	Detail of awards, recognition received if any	
10	-Details of publicity campaigns done with billing over Rs. 10 Cr, in the last 3 years	
11	<b>a) Write up on concept for carrying out the proposed campaign in brief</b> <b>b) Copy of media contents developed earlier</b> (Detailed one may be submitted as per part of Technical bid)	Write up not more than 500 words
12	Other details( Attach copy of returns)	
	PAN No	
	GST No	
	Nature of Main Activity	
13	Membership with any organizations	
14	Details of Revenue, net of media costs, for last 3 FY	Copies of audited financial statements along with CA certificate to be enclosed ( in Lakh)
	Year	Revenue, net of media costs
	2014-15	
	2015-2016	
	2016-2017	
15	Principal Banker & Their Name	
15 (a)	EMD	
	PO/DD No :	Drawn on: dated:
	Amount : 2,00,000/- / Rs. 50000/- enclosed as EMD	

15 (b)	Application fee	
	PO/DD No :	Drawn on: dated:
	Amount : 1,000/- enclosed as cost of RfP	
16	The Agency should submit proven established credentials for product and services in a summary sheet along with this application.	
17	Declaration: Self declarations on the firm / Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.	
18	Date of commencement of advertisement/publicity services (attach proof thereof)	

As per the Terms & Conditions we have enclosed an account Payee Demand Draft/Pay as mentioned above in favour of “**MUDRA**” payable at Mumbai.

I/We here by certify that all particulars given above are correct and true to the best of my / our knowledge.

I/We certify that if appointed, I/We shall appoint separate teams for any competing clients who are in same business as MUDRA to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, MUDRA shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf  
Designation/Seal of Agency

**ANNEXURE - III****MINIMUM ELIGIBILITY CRITERIA:**

<b>Sr. No</b>	<b>Financial and other Requirement to be met by the Bidder</b>	<b>Document required for verification (Any Proof)</b>	<b>Whether Complied (Please tick wherever applicable)</b>
1.	Agency/ Firm should be currently empanelled by any of the three major financial institutions viz. NABARD, SIDBI or SBI	Relevant document regarding empanelment	
2	For "a": The agency/ Firm should have the experience in production of media/ publicity content for a minimum of 5 years For "b": the agency/ Firm should have the experience of handling the publicity campaigns for a minimum of 5 years	Relevant records regarding such experience	
3	The agency/ Firm should have the experience of handling BFSI brand campaigns and advertisements for the last 3 years across the country including in rural, semi urban and urban areas	Record of such experience along with details about the campaigns carried out and also a self-certification	
4	The agency/ firm should have handled at least TWO publicity campaigns with billing over Rs 10 crore covering atleast three different media (Print, TV and Radio) in the last 3 years	Documentary evidence to prove such experience including order copy etc.,	
5	Agency/ Firm should have minimum 25 technically qualified manpower who can handle production of media/ publicity content and also carrying out publicity campaigns	Details about the manpower along with their qualification and experience duly certified by the management	
6	The agency's/ firm's average revenue, net of media costs for last 3 consecutive financial years i.e. FY 2014-15, 2015-16 and 2016-17 shall be a minimum of <b>Rs.50.00 crore</b> as per Audited Balance Sheets.	Audited Balance Sheets along with relevant certificate from Auditors/CA to be enclosed	

7	The networth of the agency/ firm should be positive during each of the previous three financial years.	Relevant certificate from Auditors.	
8	The Agency/ firm should have full-fledged Office in Mumbai & Delhi	Address and contact details of such office	
9	The Agency/ Firm should have full accreditation with Indian Newspaper Society (INS) and accreditation or registration with Doordarshan (DD) and All India Radio (AIR) as on date of RFP. The agency having membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) shall be preferable.	Relevant accreditation certificate to be submitted	
10	The Agency/ Firm shall have offices with an independent creative and media planning team in Mumbai and Delhi and facilities to plan & execute campaigns in all types of media viz. Newspapers, Magazines, TV, Radio, Digital/Social, Outdoor, UFO, any other emerging media etc.	Address and contact details of such office and details of team members at both locations alongwith self certification	
11	The Agency/ Firm should have the resources to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages.	Self-certification by the Bidder	
12	The Agency/ Firm should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have	Self-certification on letterhead to be provided as per Annexure-IV. However MUDRA has the rights to independently verify the same	

	been penalised or found guilty in court of law		
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**Apart from the above minimum criteria, the Agency is also required to give the following information:**

<b>Sr No</b>	<b>Document Required</b>
2 (a)	Ownership and nature of entity (public, partnership, subsidiary, etc.).
2 (b)	Income Tax returns for past three years.
2(c)	Board resolution authorizing the authorized signatory to sign on behalf of the agency.
2(d)	Proof of address of registered office & Branch Offices.
2(e)	GST Registration Certificate

## Annexure – IV

Date:

### Managing Director & CEO

Micro Units Development & Refinance Agency Ltd (MUDRA) ,  
1st Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051

Dear Sir,

### **Declaration Regarding Clean Track Record**

RFP No. 3556/2018/MUDRA/Others dated January 18, 2018

I /we have carefully gone through the Terms & Conditions contained in the RFP No. *3556/2018/MUDRA/Others dated January 18, 2018* regarding selection of Advertisement / Publicity Agency for developing creative/ publicity content and / release of publicity material thereof for a period of one year. We further declare that we are eligible and competent as per the eligibility criteria given by MUDRA and the information submitted by us in the Annexure – III is true and correct and also able to perform this contract as per RFP document.

I/We hereby declare that I/we has/have not been debarred/ black listed by any Public Sector Banks, RBI, NABARD, SIDBI, or any other Financial Institutions or IBA or any other Government / Semi Government organizations in India during last 05 years from the date of RFP. I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that I am / we are eligible and competent as per the eligibility criteria given by MUDRA and the information submitted by the company in **Annexure –III** is true and correct and also able to perform this contract as per RFP document.

Thanking you,

**Yours sincerely,**

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Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

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**Annexure – V**

**Letter of Competence**

*(To be executed on a non judicial stamp paper)*

**Selection of Advertisement / Publicity agency**

*RfP No : 3556/2018/MUDRA/Others dated January 18, 2018*

This is to certify that we *[Insert name of Bidder]*, address ..... are fully competent to undertake the assignment/s contained in the RFP for developing creative/ publicity contents and publicize the same through various media thereof as per scope mentioned in the above RFP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFP.

We certify that the quality and number of resources to be deployed by us for carrying out the assignment/s will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfP is true and correct.

. Thanking you,

Yours sincerely,

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Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

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## Annexure – VI

### **Letter of Conformity**

*(To be submitted on Prime Bidder's company letter head)*

#### **Managing Director & CEO**

Micro Units Development & Refinance Agency Ltd (MUDRA) ,  
1st Floor, MSME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai – 400 051

Dear Sir,

#### **Selection of Advertisement / Publicity Agency**

***RfP No : 3556/2018/MUDRA/others dated January 18, 2018***

We, the undersigned bidders, having read and examined the aforesaid RFP document, issued by Micro Units Development & Refinance Agency Ltd (hereinafter referred as 'MUDRA') do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by MUDRA, provided however that only the list of deviations furnished by us in **Annexure-VII** of the main RFP document which are explicitly clarified by MUDRA and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

MUDRA is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and MUDRA's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

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**Annexure – VIII****FORMAT FOR COMMERCIAL BID**

**(To be submitted for (a) development of creative content OR (b) release / publicity thereof OR Both a & b in separate formats on the letter head and seal of the agency )**

Date:

**Managing Director & CEO**

Micro Units Development & Refinance Agency Ltd (MUDRA) ,  
1st Floor, MSME Development Centre,  
Plot No. C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai – 400051

We hereby offer to submit our request for Selection of Advertisement / Publicity Agency of MUDRA for one year as per proposal reference Tender No: **3556/2018/MUDRA/Others** (Tender- Advt. Agency) dated January 18, 2018 for development of creative contents and release of publicity material. We have read, and understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein.

**(a) Development of Media content / Creatives (Bid I)**

1) Advertisement material for PMMY (to be created in Hindi, English and 12 regional Languages)

<b>Serial No.</b>	<b>Particulars</b>	<b>Quantity</b>	<b>Cost per unit in Rs.</b>
1	Creation of half page newspaper advertisements on PMMY campaign (Master ad in English or Hindi), including image cost	1	
2	Creation of quarter page newspaper advertisements or magazine full page/ leaflets on PMMY campaign (Master ad in English or Hindi), including image cost	1	
3	Ad materials of (1) and (2) in different languages: Creation of print/newspaper/magazine advertisement/	1 (one advt, per language)	

	leaflet materials on PMMY campaign including translation and artwork		
4	Creation of advertisement materials (art work) for bus shelters, bus panels & autorikshaw panels, and banners	1 (one design for 4 applications, per language)	
5	Creation of Outdoor advertisement materials (art work) for Hoardings in three sizes 1:1, 1:2, 1:3	1(one design in 3 sizes, per language)	
6	Production of Master TV commercials in Hindi – 60 secs with edits of following lengths: 40/30/20.	1	
7	Language versions of Master TV commercials– 60 secs with edits of following lengths: 40/30/20.	1 (in 4 lengths, per language)	
8	Additional edit versions of Master TV commercial (as per 6 above)– 30 secs/20 secs	1 (per language)	
9	Production of Master Cinema commercials in Hindi – 60 secs with edits of following lengths: 30	1 (2 lengths)	
10	Language versions of Master Cinema commercials in – 60 secs with edits of following lengths: 30.	1 (2 lengths, per language)	
11	Additional edit versions of Master Cinema commercial – 30 secs	1 (2 lengths, per language)	
12	Production of non-jingle Master Radio commercials in Hindi – 60 secs with edits of following lengths: 40/30/20.	1 (4 lengths)	
13	Language Versions of non-jingle Master Radio commercials per language – 60 secs with edits of following lengths: 40/30/20.	1 (4 lengths, per language)	
14	Production of jingle-based Master Radio commercials in Hindi – 60 secs with edits of following lengths: 40/30/20.	1 (4 lengths)	
15	Language versions of jingle-based Master Radio commercials per language – 60 secs with edits of following lengths: 40/30/20.	1 (4 lengths, per language)	

16.	Short video(such as testimonials or others) for social media per language – upto 60 seconds each	1 (per language)	
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The above rates would be valid for one year. Actual quantities of content as indicated above, would be communicated by Mudra Ltd. from time to time

**(b) For release of advertisement / Publicity materials in various media (Bid II)**

**Media Commission**

Sr. No.	Particulars	Details/Charges@	
		In figures	In words
	Media commission as % on gross media billing		
	a. Print Media ( newspapers)		
	b. Magazines		
	c. Telecasting on TV ( Doordarshan and private channels)		
	d. Broad casting on Radio ( AIR and FM channels)		
	e. Exhibiting in cinema theatres		
	f. Out door advertisements _ Hoardings & Banners		
	g. Advertisements on Bus shelters, Bus and Auto riskshaw panels)		
	h. Social media		

**Print and radio will be charged as per DAVP rates**

**@ Wherever DAVP rates are applicable, the same may be adopted and the rates may be quoted accordingly. The final settlement of the cost will be based on the actual bill.**

Media commission rates shall be valid from one year from date of quotation

In case of release of publicity material, QCBS will not be applied. Instead, selected agency based on the technical evaluation will be assessed based on L1 quotes. Mudra Ltd. reserves the right to distribute the work relating to release of publicity material at L1 rates among qualified willing bidders.

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

The bid submitted should be strictly as per the given format. If any change in format is found then MUDRA deserves the right to take appropriate decision in line with Procurement manual of SIDBI/MUDRA.

I/We certify that if appointed for empanelment, I/We shall appoint separate teams for any competing clients who are in same business as MUDRA to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, MUDRA shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and  
on behalf Designation/Seal of Agency

## Annexure - IX

### Non-Disclosure Agreement

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

WHEREAS, we, \* \_\_\_\_\_, having Registered Office at \_\_\_\_\_, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute "Selection of Advertisement / Publicity Agency" as per scope defined in the Request for Proposal (RFP) No : 3556/2018/MUDRA/Others dated January 18, 2018 for Micro Units Development & Refinance Agency Ltd (MUDRA) , having its Registered and corporate office at MSME Development Centre, 1st Floor, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the MUDRA) and,

\* description depends upon legal status of the party

WHEREAS, the COMPANY understands that the information regarding the MUDRA's Infrastructure shared by the MUDRA in their Request for Proposal is confidential and/or proprietary to the MUDRA, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the MUDRA's properties and/or have access to certain plans, documents, approvals, data or information of the MUDRA;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the MUDRA to grant the COMPANY specific access to the Mudra's property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to MUDRA, unless the COMPANY has first obtained the MUDRA's written authorisation to do so;

The COMPANY agrees that information and other data shared by MUDRA or, prepared or produced by the COMPANY for the purpose of submitting the offer to MUDRA in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to MUDRA, to anyone outside MUDRA.

The COMPANY shall not, without MUDRA's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of MUDRA in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to MUDRA and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

---

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

---



## Annexure XI

### Performance Bank Guarantee

*(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)*

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Micro Units Development & Refinance Agency Ltd (MUDRA), MUDRA was registered as a Company in March 2015 under the Companies Act 2013 and as a Non Banking Finance Institution with the RBI on 07 April 2015 having its Registered and corporate Office at 1st floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called MUDRA) having agreed to award a contract to M/s. ' \_\_\_\_\_ having its office at ' \_\_\_\_\_, (hereinafter called "the Service Provider") for "**Selection of Advertisement / Publicity Agency**" on the terms and conditions contained in the Purchase order No. .... dated \_\_\_\_\_ placed with the Service Provider and MUDRA (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of Bank guarantee equivalent to EMD amount of the contract value i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of Micro Units Development & Refinance Agency Ltd (MUDRA).

1. We, do hereby unconditionally and irrevocably undertake to pay to MUDRA, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from MUDRA, an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of MUDRA regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to MUDRA such sum not exceeding the said sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Selection of Advertisement / Publicity Agency**" to MUDRA in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.
4. We undertake to pay to MUDRA all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before

any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5. We further agree with you that MUDRA shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by MUDRA against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of MUDRA or any indulgence by the MUDRA to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_
6. The liability under this guarantee is restricted to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of MUDRA.
8. The executants has the power to issue this guarantee on behalf of the Bank and they hold full and valid Power of Attorney granted in their favour by MUDRA authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to MUDRA when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of MUDRA in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
  
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
  
14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_ (date)”
  
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2018.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

- 1) Name.....  
Signature.....  
Designation.....
  
- 2) Name.....  
Signature.....  
Designation.....

## Annexure XII

### Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **Micro Units Development & Refinance Agency Ltd (MUDRA)**

WHEREAS ..... (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Request for Proposal (*RFP*) No.. 3556/2018/MUDRA/Others dated January 18, 2018 for “**Selection of Advertisement / Publicity Agency for development of creative contents for publicity campaign and publicity thereof**” (Herein after called the ‘the RFP’) to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered / head office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ -- ----- (Rupees ----- only) on behalf of the Vendor.

We ----- further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- do hereby unconditionally and irrevocably undertake to pay to MUDRA without any demur or protest, merely on demand from MUDRA, an amount not exceeding Rs. ----- (----- --- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of MUDRA regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to MUDRA a sum not exceeding ₹...../-. (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../-. (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this

provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the ..... day of ..... And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....

**Annexure XIII**

**Conformity of Hardcopies**

**(To be submitted on Bidders Company letter head)**

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

To

**Managing Director & CEO**

Micro Units Development & Refinance Agency Ltd (MUDRA) ,  
1st Floor, MSME Development Centre,  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Conformity of Hardcopies**  
**Tender No. 3556/2018/MUDRA/Others dated January 18, 2018**

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfP document, issued by MUDRA and hereinafter referred as 'MUDRA' do hereby covenant, warrant and confirm as follows.

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by MUDRA, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**Annexure-XIV**

**Power of Attorney**

**RfP No. 3556/2018/MUDRA/Others dated January 18, 2018**

*(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2018, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Micro Units Development & Refinance Agency Ltd (MUDRA) relating to ‘Request for proposal No. 3556/2018/MUDRA/Others dated January 18, 2018 for “Selection of Advertisement / Publicity agency for development of Creative contents for publicity campaign of PMMY and release / publicise thereof” and to attend meetings and hold discussions on behalf of the Company with MUDRA in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

\_\_\_\_\_

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_

Attested

\_\_\_\_\_

**Annexure-XV**

**Pre Contract integrity Pact**

*(To be submitted on Letter Head of the Company)*

**1 General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of -----, 2018 between Micro Units Development & Refinance Agency Ltd (MUDRA), having its Registered Office and Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/”MUDRA”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to select Advertisement / Publicity Agency for developing creative contents for PMMY campaign and release / publicize thereof for MUDRA and BIDDER / Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain

from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

## **2 Commitments of the BUYER**

- 2.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **3 Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.103 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of ₹2,00,000/- (Rupees Two lakh only) for assignment 'a' and Rs. 50,000/- (Rupees Fifty thousand only) for assignment 'b' as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft or a Pay Order in favour of Micro Units Development & Refinance Agency Ltd (MUDRA), Payable at Mumbai.

- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6 Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along-with interest.
  - vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defied in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8 Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

**11 Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12 Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Designation

MUDRA

Witness

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

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

CHIEF EXECUTIVE OFFICER

Witness

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

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

**FORMAT-I A**

**PARTICULARS IN RESPECT OF SIMILAR ADVERTISEMENT / PUBLICITY ACTIVITY**

**EXECUTED IN THE LAST FIVE YEARS**

Sr. No.	Name of the work executed with address	Name and address of the client with contact numbers	Value of work executed in ₹	Date of completion	Stipulated duration for completion	Actual duration taken for completion	Details of feedback / appreciation letters (attach proof)

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

**FORMAT – I B**

**PARTICULARS IN RESPECT OF SIMILAR ADVERTISEMENT ACTIVITY IN HAND**

S. No.	Name of the work with address	Name and address of the Client with contact numbers	Value of work in ₹	Date of award of contract	Stipulated duration for completion	Present status	Details of feedback / appreciation letters (attach proof)

Please enclose the copies of work order / agreement with the client (employer) for each work.

**FORMAT-II**

**DETAILS OF EMPANELMENT WITH OTHER INSTITUTIONS**

S. No.	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/ empanelled for value of work upto ₹	Date of empanelment and validity

Please enclose the copies of letter of empanelment of each organization.

**FORMAT III**

**(on letterhead duly stamped and signed)**

**Date:**

**TO WHOMEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ is on our panel as an Advertisement Agency since \_\_\_\_\_. The value of their annual contract is \_\_\_\_\_. The performance of the agency is satisfactory during their tenure with us.

Name & Designation of the Signatory

(Duly supported by the rubber stamp of the institution)

**FORMAT –IV**

**DETAILS OF RESOURCES (MANPOWER, /**  
**INFRASTRUCTURE FACILITIES**

1	Details of Manpower	
	(a) Managerial positions	
	(b) Supervisory positions	
	(c) Technically qualified manpower to undertake the assignment	
	(d) other supportive manpower available for the project	
2	Details of infrastructure facilities available (details of Inhouse designing, printing capabilities, studio and own fabrication workshop & Godowns)	
3	Any other relevant information.	

**FORMAT V**

**FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)**  
**DURING LAST THREE YEARS)**

S.No.	Financial Year	Annual Turnover (in ₹ lakh)	Profit / Loss (in ₹ lakh)	Net Worth (in ₹ lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

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