

**RFP for Strategic Communications and Brand Meghalaya issued vide No.PLR.92/2021/Pt.1/88, dt. 11/7/2023**

**Response to Pre-bid Queries**

Sr. No	Section #	Sub Section	Original Clause in RFP	Change Requested/Query	Response to query/request
1	5.1	5.1.2.2	Copy of Work Order/Completion certificates/Agreement from the client, OR	Documentary Evidence: Can we submit Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary	Certificate of Completion certified by the Statutory Auditor or the Company Secretary is acceptable
2	5.1	5.1.2.1	Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary,	Since work orders are confidential, will a self declaration be enough?	The confidential part of the Work Order may be censored/redacted. Nature of work must be clearly visible.
3	5.1	5.1.2.4	b. Outline plan and concept for Governance module (Module 1) – 10 marks c. Outline plan and concept for Tourism module (Module 2) – 10 marks d. Work Plan for overall outcome (5 marks)	Please Elaborate on exact requirements when you state outline plan and concept	Detailed communication strategy, creative messages, positioning statements, slogans/taglines. Design thematic & tactical campaigns for brand building. Proposed media plan encompassing offline, digital, Public Relation & Outreach campaigns. Estimated reach, outcome and recall value.
1	2.2	1	Incorporation: The bidder should be a company incorporated under Companies Act, 1956/2013 or a partnership firm registered under LLP Act,	Requesting a relaxation in this clause to be changed - Agency operational period should be 5 years	Registered MSME business and operational for at least 5 years, as on the date of submission of the bid.

			2008 and must be in consultancy business and operational for at least 10 years, as on the date of submission of the bid.		
2	2.2	4	The Agency should have generated Positive Net Profit during the previous three Financial Years i.e FY 2019-20, FY 2020-21 & FY 2021-22 - We have negative in 2020-21	Need a relaxation in this clause from last years to last 2 years.	Registered MSMEs should have generated Positive Net Profit during the previous Any two of the three Financial Years i.e FY 2019-20, FY 2020-21 & FY 2021-22
3	5.1.2	1	Experience in Brand Consultancy projects for Brand Consultancy to for Tourism to Union Ministry/ State Government/ PSU/ Autonomous Bodies in last five years - Each tourism related project of Rs 2 crores or more will get 5 marks. A maximum of 4 projects can be submitted.	Request the below relaxation in this clause - Agency can show any 2 govt/central/national/international tourism or similar projects of 1 Crore since inception of the business.	MSMEs can present any 2 government/central/national/international tourism or related projects with a value of 1 Crore since the inception of their business.
	3.9- Miscellaneous	3.9.1	The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.	We propose the following change in verbiage:  The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at <b>Mumbai</b> shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.	<b>No Change</b>

	3.9- Miscellaneous	3.9.3	<p>It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.</p>	<p>We propose the following change in verbiage:  <b>(a)</b> It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for <b>all proven and adjudicated</b> claims, losses, damages, costs, expenses or liabilities <del>in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.</del>  <b>(b) Authority agrees to indemnify Agency against any claims or proceedings brought against Agency relating to the accuracy of information provided by Authority to Agency for use in the providing of any Services or Deliverable Items or arising out of the nature or use of any of Authority's products or services, or arising out of Authority's misuse of any Deliverable Items.</b>  <b>(c) In any or all circumstances, Agency's total and aggregate liability for any claims, liability, or damages arising under the agreement, either</b></p>	<b>No Change</b>
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				in tort and/or contract, shall be limited to a maximum of 50% of the fee/ remuneration received.	
	4.2- Confidentiality	-	Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.	<p>We propose the following change in verbiage:</p> <p>Information which is <b>inter alia released or unreleased concept, designs, idea, drawings and documents related to</b> the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat <b>all such confidential</b> information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority</p>	<p><b>Revised Verbiage :</b></p> <p>Information which is <b>inter alia released or unreleased concept, designs, idea, drawings and documents related to</b> the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat <b>all such confidential</b> information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority</p>

	4.3- Intellectual Property Rights	-	Intellectual Property Rights- Entire Clause	<p>We propose the below mentioned clause:</p> <p>(i) It is agreed that all the rights relating to the trademarks and copyrights in the deliverables independently created/developed by the agency in respect of advertising and publicity work including press advertisements, literature, lyrics, scripts for radio tapes and programs, scripts for TVC's, films shall vest with the Government of Meghalaya. However, with respect to music, radio spots, TV films, etc. that are facilitated for Government of Meghalaya through third parties and paid for by Government of Meghalaya shall vest with Government of Meghalaya subject to third party terms and conditions, if any, as applicable and the same shall be abided by Government of Meghalaya.</p> <p>(ii) the Agency shall retain for Government of Meghalaya all the materials generated by the agency, including the blocks, mats, stereos, pulls, artworks, radio tapes, film prints, formats, literature, etc. and shall furnish either the original or copies thereof to Government of Meghalaya as and when required by Government of Meghalaya; provided all monies due and owing to the agency by</p>	<b>Accepted.</b>
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				<p>Government of Meghalaya have been received by the agency.</p> <p>(iii)It is further agreed between the agency and Government of Meghalaya that all concepts, designs, logos, that may have been created by the agency in the course of offering the services to Government of Meghalaya, all the concepts or formats that may be conceived or created by the agency in the course of the Services rendered to Government of Meghalaya which do not form part of the brief given by Government of Meghalaya and/or for which there is no contract and/ or which is not approved by Government of Meghalaya and/ or for which there is no payment made by Government of Meghalaya shall remain the exclusive property of the agency with exclusive rights of the agency to deal with the same at its sole discretion. It is agreed that Government of Meghalaya shall not claim on such concepts or formats which may be created by the agency.</p> <p>(iv) Government of Meghalaya undertakes that it shall abide by the Third Party terms and conditions as may be applicable pursuant to such license of any intellectual property right/s granted in and to the material/s delivered or incorporated in the Services</p>	
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	6.4- Execution of Agreement	-	The Selected Bidder shall not be entitled to seek any deviation in the Agreement	The contractual terms shall be discussed and mutually agreed between the parties prior to its' execution.	<b>No Change</b>
	7- Fraud and Corrupt Practices	7.1.1	The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and	We propose the following change in verbiage:  The Bidders and their respective <del>officers, employees, agents and advisers</del> shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. <del>In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard</del>	<b>No Change</b>

			evaluation of such Bidder's Proposal.	<del>to the RFP, including consideration and evaluation of such Bidder's Proposal.</del>	
	10.2- Format-1 Bid Cover Letter	-	We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a for Department contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Planning, Investment Promotion and Sustainable Development Department.	We agree for <del>unconditional</del> acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of six months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a for Department contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Planning, Investment Promotion and Sustainable Development Department	<b>No Change</b>
	10.7- Format-9- Declaration	-	All the information provided herewith is genuine and accurate. For any false declaration, I/We hereby undertake to bear sole responsibility and shall face any Administrative/ Financial & Legal actions, or all actions and my/our bid is liable to be cancelled for the same.	All the information provided herewith is genuine and accurate. For any false declaration, I/We hereby undertake to bear sole responsibility and <del>shall face any Administrative/ Financial &amp; Legal actions, or all actions</del> and my/our bid is liable to be cancelled for the same.	<b>No Change</b>



	3.9- Miscellaneous	3.9.1	The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.	We propose the following change in verbiage:  The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at <b>Mumbai</b> shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.	<b>No Change</b>
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