



**Request for Empanelment  
for  
Outdoor Media Agencies**

**Issued by:**

**Madhya Pradesh Madhyam  
(A Govt. of M.P. Undertaking)  
40, Administrative Zone, Arera Hills  
Bhopal (M.P.) - 462011**

**Phone: 0755-2551330 (Ex-115)**

**June- 2023**

## 1. Disclaimer

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

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

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

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

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

## Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

Information provided in this document or imparted to any respondent as part of the RFE process is confidential to the Madhya Pradesh Madhyam and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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## **Request for Empanelment Notice**

### **“Empanelment of Media Agencies”**

**Madhya Pradesh Madhyam** invites online proposals from professional & eligible agencies for Empanelment of Outdoor Media Agencies.

For detailed scope of work and other terms and conditions, please refer to the RFE document available at [www.mpinfo.org](http://www.mpinfo.org) and <https://mptenders.gov.in>. Document fees of **Rs10,000 (Rupees Ten Thousand)** Non-refundable) and EMD of **Rs 15,00,000 (Rupees Fifteen Lakh)** needs to be submitted through online mode through <https://mptenders.gov.in> portal only.

An interested agency who qualifies as per the criteria mentioned in the RFE document may submit their proposals online only through the e-tendering Portal latest by **30 June 2023**

**Managing Director  
Madhya Pradesh Madhyam**

Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

### 3. Fact Sheet

S.no	Particulars	Description
1.	Nature of Work	<b>Empanelment of Outdoor Media Agencies</b>
2.	Proposals Invited by	The Managing Director, Madhya Pradesh Madhyam
3.	Date of issue of RFE document	<b>08/06/2023</b>
4.	Last Date for sending Pre-Bid Queries	<b>19/06/2023</b>
5.	Pre-bid meeting date & venue	<b>20/06/2023 ; 3:00 PM</b> Madhya Pradesh Madhyam 40, Administrative zone, Arera Hills, Bhopal, MP
6.	Start date of Submission of Bids	<b>21/06/2023</b>
7.	Last Date for Submission of Bids	<b>30/06/2023</b>
8.	Date of Opening of Technical Bids	<b>01/07/2023</b>
9.	Websites for downloading RFE Document, Corrigendum, Addendums etc.	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
10.	Cost of RFE Document	INR 10,000 (Rupees Ten Thousand) To be paid online through e-procurement portal.
11.	Earnest Money Deposit (EMD)	INR 15,00,000 (Fifteen lakh only) To be paid online through MP tenders portal.
12.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.
13.	Performance Guarantee Value	Successful empanelled bidders EMD will be converted to Performance Gaurantee
14.	Performance Guarantee validity period	3 Months beyond the contract period

**Notes:**

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

#### 4. Background Information

Government of Madhya Pradesh, during the last decade, has played a proactive role in initiating and implementing multiple people centric welfare schemes and social programs, in addition to it, the government also undertakes various activities to promote Madhya Pradesh as an investor-friendly destination and an attractive tourist retreat.

The Managing Director, Madhya Pradesh Madhyam an undertaking of Department of Public Relations, Government of Madhya Pradesh plays a significant role in communicating activities and disseminating information/schemes of the State government to all the sections of the society in regional and national media. It acts as a communication bridge between the government and people through effectively transmitting information of government's welfare schemes and programs and acquainting the beneficiaries about it. The same is achieved through multiple communication channels including outdoor publicity which includes hoardings, digital signages, airport branding, public amenities, retail branding, etc.

#### 5. Invitation for Empanelment

As part of disseminating information to the masses, Madhya Pradesh Madhyam would like to engage the services of professional Outdoor Media Agency for complete seamless 360° solutions through well thought about strategy, innovative national campaigns across Outdoor/OOH/ BTL media including but not limited to hoardings, digital signage's, Airport Branding, shop boards and shop panels, wall paintings in rural areas, retail branding, activations Nationally. The Agency through Tactical Media Planning Strategy and Formulation, for cost effective Outdoor media Buying (Buying media space/slots across various platforms) and release (placement of advertisement/ branding etc.) during the period of contract for running media campaigns of as approved by Madhya Pradesh Madhyam from time to time. MP Madhyam wishes to empanel reputed & professional Outdoor Media Agencies through an open competitive selection process in accordance with the procedure as set out here in the RFE document.

#### 6. Instruction to Bidders

##### General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFE may wish to consult their own legal advisers in relation to this RFE.
- b) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFE documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.
- c) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

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- i. Include all documentation specified in this RFE;
- ii. Follow the format of this RFE and
- iii. Respond to each element in the order as set out in this RFE.
- iv. Comply with all requirements as set out within this RFE.

### RFE Documents

The Tender document is available and downloadable on following websites:

- a) <https://mptenders.gov.in>

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

## 7. Queries & Clarifications

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

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

- a) The MP Madhyam will endeavour to provide timely response to all queries. However, MP Madhyam makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MP Madhyam undertake to answer all the queries that have been posed by these Bidders.
- b) At any time prior to the last date for receipt of bids, MP Madhyam may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on <https://mptenders.gov.in> . All future correspondence/corrigendum shall be published on the same website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFE.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the MP Madhyam may, at its discretion, extend the last date for the receipt of Proposals.



## 8. Key instructions of the bid

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

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

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

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

### **Submission of Proposals**

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

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

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

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

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

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

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

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

### **Proposal opening**

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

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

### **Proposal validity**

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

## 9. Scope of Work

The scope shall include under the empanelment period shall include, but not be limited to, following:

### A. Planning:-

1. Understanding the requirements of Madhya Pradesh Madhyam in terms of effective media plan which will be required at regular intervals, Generic campaigns & Theme/Event centric short campaigns and submitting the same to MP Madhyam for approval.
2. Based on a comprehensive understanding of the target audience in the different source markets, the Outdoor Media Agency will develop a detailed, focused, cost effective & innovative Outdoor Media Planning for key markets based on market research or previous studies & surveys and suggesting ideal OOH mix media for highest visibility such as-
  1. Hoardings/Wall Paintings/Banners (Flex/Vinyl)/Glow Signage/Neon Signage etc.
  2. Computerized Animation Display Systems/LCD Screens
  3. Kiosks
  4. Bus panels
  5. Bus Queue Shelters/Bus Stand Hoardings
  6. Train/Coach panels/Railway Station/Hoarding/Station Outdoor Media
  7. State/National Highways/Roads Hoardings
  8. Metro Rail Panel/Display Board/Pillar Kiosks
  9. Airport Advertising
  10. Uni-poles/Subway sidewalk panels
  11. Auto Rickshaw/Signage's/Gantry/Mobile Van panels
  12. Digital Signage.
  13. Point of sale display.
  14. Glow signboards/Shop Boards for MP franchisees/Dealers/Retailers etc.
  15. Malls Branding etc.
  16. Events & Activation
3. The Outdoor Media Agency will advise Madhya Pradesh Madhyam on various aspects relating to Outdoor Media Planning including:
  - (i) An overview of the existing situation and an effective plan on the way forward for Madhya Pradesh Madhyam Campaigns, based on available market research analysis.
  - (ii) Identification of target priority markets, segments and audiences, rationale,

approach, etc.

- (iii) Selection and finalization of Outdoor Media for the different markets and segments, based on available media research on reach and impact.
- (iv) Prepare & propose broad cost estimates for allocating the available budget to the different Outdoor Media in the different target markets.
- (v) Propose most appropriate schedules for release of campaigns in different markets and inventories.

#### **B. Buying:-**

1. Act as a coordinator between MP Madhyam and various media houses for selection and finalization of outdoor sites nationally as per the approved plan by MP Madhyam and execute the Outdoor media plan within the allocated budget and time.
2. The agency shall ensure that the outdoor sites available are on DAVP/CBC rates. In case claims for outdoor sites not being available on DAVP rates are made, the agency shall ensure & cross verify with competent authority that such claims are genuine.
3. In cases where MP Madhyam wishes to advertise on OOH/Branding where DAVP/CBC rates are not available, the agency shall be responsible for scrutinizing the media house claims to ensure that the associated rights (advertisement rights/proprietorship agreements) of the OOH are available. The same shall be submitted to MP Madhyam post which negotiation on commercial rates with media houses will be done to ensure that most competitive rates are made available.

#### **C. Releasing:-**

1. Coordinating with the MP Madhyam for preparing various creatives required for the execution as per Media campaign approved by Madhya Pradesh Madhyam.
2. Prepare appropriate scheduling for release of campaigns in different markets and outdoor media.
3. Conversion/adaptation of the approved creatives in different formats for the usage of different medias.
4. Exploring Media partnership, comprehensive deals with leading Outdoor Media as value additions with no cost implications.

#### **D. Ancillary Services:-**

1. Post execution of the campaign the agency will submit the detailed execution report

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consisting of documentary proof including GIS tagged photographs of the OOH hoarding.

2. The agency will be required to ensure that the OOH/Branding collaterals are displayed at all times during the agreed time period in the approved media plan. In case of any discrepancy the same shall be proactively informed to MP Madhyam.
3. The agency shall also proactively identify OOH branding sites nationally and propose to MP Madhyam.

### 10. Criteria for evaluation

#### Pre-qualification (PQ) criteria

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

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	The Agency must be a registered entity in India under Indian Company Act, as a proprietorship, private limited, LLP, Partnership or a public limited firm since last 7 years as on bid submission date.	Certificates of incorporation & Registration Certificates, Valid deed of Partnership.  Copy of MOA, AOA, GST & PAN registration certificate or copy of registration under shop & establishment act
2.	Turnover	The Agency should have an average annual turnover of INR 10 Crores, in the last three audited financial years 2019-2020, 2020-21,&2021-22.	A certificate duly certified by the Chartered Account of the bidder mentioning the average annual turnover for last three audited financial years along with the audited balance sheets.
3.	Technical Capability/ Experience	The Agency must have executed National level Outdoor campaigns involving OOH media planning, buying &	Related work orders / contracts for ongoing or completed projects

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Sr. No	Basic Requirements	Description	Documents Required
		release, having a single (1) work order value of minimum INR1Cr. in the last 3 years from the date of publishing of this RFE with any State/Central Government/PSUs/ULB's in India.	specifically mentioning marketing campaigns involving influencers.
4.	Manpower Availability	The Agency must have a minimum of 15 professional manpower having relevant experience in managing outdoor branding for clients.	HR Certificate on bidder's letterhead.
5.	Statutory Registrations	The bidder must have a valid & active GST Number and PAN Card in India.	Copy of valid certificate
6.	Black listing / Terminations	The agency should not have been blacklisted by any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization as on date of submission of RFE.	A signed undertaking to this effect should be submitted on bidder's letterhead.

The bidders meeting the above criteria will be taken forward to the next stage of evaluation i.e., technical evaluation. If the documents are found to match with the format, the bidders will be eligible for technical evaluation. All the supporting documents/documentary evidence must be attached as per specifications given in this RFE document.

### Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical evaluations.

Based on the technical evaluation framework mentioned, technical proposals will be evaluated by an Evaluation Committee. The Evaluation Committee shall evaluate each proposal and allot technical scores as per the Technical criteria mentioned below. The agency is required to submit a detailed PPT presentation online with the tender document on the understanding of the assignment, similar projects undertaken, proposed Approach & Methodology to be adopted, time frame for implementation of activities in Madhya Pradesh Madhyam, proposed team, innovative & out of the box strategies, ideas, and technical capabilities.

Based on the details submitted by the Agencies in the Technical Proposal the Technical Evaluation of the eligible Agencies will be carried out as furnished below:

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Sr. No	Parameter	Maximum Score	Supporting Document
1.	<p><b>Average Annual Turnover during the last three financial years (2019-20, 2020-21 &amp; 2021-22)</b></p> <p>Rs.10 Crore - <b>15 marks</b>                      Above 10 Cr to Rs. 15 Cr - <b>20 marks</b>                      Above Rs. 15 crore - <b>25 marks</b></p>	25	A certificate duly certified by the statutory auditor of the mentioning average turnover for the last 3 audited financial years along with the audited balance sheet.
2.	<p><b>Work Experience</b></p> <p>The Agency must have executed National level Outdoor campaigns involving OOH media planning, buying &amp; release having single (1) work order value of minimum INR 1 Cr. In the last 3 years from the date of publishing of this RFE with any State/Central Government/PSUs/ULB's in India.</p> <p>1 Work Order Value (Rs 01 Cr or More):</p> <p>i. 1 Projects- <b>15 Marks</b>                      ii. 2 to 6 Projects - <b>25 Marks</b>                      iii. 6 or more Projects- <b>35 Marks</b></p>	35	<p>Related work orders / contracts for ongoing or completed projects. In case of an ongoing project, it should be in existence for more than 06 months, preceding the submission date. The work orders / contracts shall specifically state that influencer marketing was part of the work.</p>
3.	<p>The Agency must have a minimum of 15 professional manpower having relevant experience in managing outdoor branding for clients.</p> <p>15 Manpower - 5 marks                      More than 15 manpower - 10 marks</p>	10	HR Certificate on bidder's letterhead.
4.	<p>A detailed PPT presentation to be submitted online with the tender document. The presentation should cover the following</p> <p>i. Agency's Profile, Past Experiences, List of Clients, <b>-10 Points</b>                      ii. Categories of OOH inventories (Nationally) available with the Media Agency- <b>05 Points</b>                      iii. Sample outdoor media plan - <b>15 Points</b></p>	30	Technical Presentation (To be submitted online with the tender document)
<b>TOTAL</b>		<b>100</b>	



## **Bid Evaluation**

The bid evaluation process comprises of the following two steps:

Step I - Technical bid evaluation

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

Bidders, whose bids are responsive, based on eligibility on minimum qualification criteria as in Pre- Qualification Criteria and score **at least 60 marks** in the Technical Evaluation Criteria, would be considered as technically qualified and shall be empanelled with MP Madhyam as per the terms laid out in the RFE document.

## **11. Allocation of Work**

- a. MP Madhyam at regular intervals invite the empanelled agencies to submit comprehensive national media plans. MP Madhyam shall review the same to shortlist and approve the media plans submitted by the agencies and shall allot the work to the empanelled agencies corresponding to their approved media plans.
- b. MP Madhyam may at its discretion allocate work to more than one Agency at a time depending on the quantum, nature, and criticality of the work.
- c. Mere empanelment with MP Madhyam does not guarantee the allocation of work.
- d. Based on the non-performance of the agency, MP Madhyam shall have complete right to reallocate the work to other empanelled agency.
- e. All terms & conditions of empanelment will be applicable and binding on successful empanelment Agencies executing any work resulting based on empanelment unless stated otherwise in subsequent communication.
- f. Payment will be made as per the work allocated by the MP Madhyam, which has been finally approved by the competent authority, who has assigned the job or upon whose request the job has been assigned by MP Madhyam.
- g. The work shall have to be executed in a certain time frame and in desired quality. Failure to do so may result in forfeiture of Performance Security Deposit in full or part as decided by the MP Madhyam.
- h. MP Madhyam will from time to time assign work/campaign/task through issuance of work orders specifying the terms and details of expected work with the stipulated timeframe of execution.

## **12. General Terms and Conditions of Tender & Contract**

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

### **10.1 Contract Documents**

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

### **10.2 Governing Law**

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

### **10.3 Selected Proposer's Responsibilities**

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

### **10.4 Recoveries from selected agency**

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

### **10.5 Taxes & Duties**

- a) GST, if applicable, shall be paid by the MP Madhyam separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.

### **10.6 Copyright**

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

### **10.7 Confidential Information**

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

### **10.8 Notices**

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

To,  
The Managing Director,  
Madhya Pradesh Madhyam  
40, Administrative zone,  
Arera Hills, Bhopal - 462001

## **13. Liquidated Damages**

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

## **14. Termination**

### **14.1 Termination for Default**

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

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

In the event that MP Madhyam terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MP Madhyam for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

#### **14.2 Termination for Insolvency**

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

#### **14.3 Termination for Convenience**

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

#### **14.4 Arbitration & Settlement of Disputes**

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

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

## 15. Payment Terms

- a) For scope of work as mentioned in the RFE document the agency shall submit the detailed execution report with the documentary proof of success.
- b) No commission shall be paid to OOH inventories available on DAVP rates.
- c) The payment will be based on rates finalized for the award of work to the successful Firm.
- d) The GST would be paid at the prevalent rates.
- e) All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- f) No Interest shall be paid on delayed payments.
- g) Efforts shall be made by MP Madhyam to process the payment to the agency within a period of 15 days upon inward realisation.

## 16. Indemnity

The Agency will indemnify MP Madhyam against any misuse of the MP Madhyam Name. For any misuse, the Agency themselves will be held responsible. MP Madhyam will take necessary legal and other actions for such cases. MP Madhyam will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Agency.

The Agency undertakes to indemnify, and hold harmless the MP Madhyam from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes, or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this empanelment.

## 17. Force Majeure

For this engagement, "Force Majeure" means an event that is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other extreme adverse weather conditions, strikes, lockouts, or other industrial actions (except where

such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.

Force Majeure shall not include:

- i. Any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to consider at the time of the conclusion of this Engagement and avoid or overcome in carrying out its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## **18. Indemnification & Limitation of Liability**

- i. The Agency (the "Indemnifying Party") shall undertake to indemnify MP Madhyam (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- ii. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- iii. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
  - a) Indemnified Party's misuse or modification of the Service.
  - b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
  - c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by the Indemnifying Party.
- iv. However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either:
  - a) Procure the right for Indemnified Party to continue using it
  - b) Replace it with a non-infringing equivalent
  - c) Modify it to make it non-infringing.

- d) The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- v. The indemnities set out above, shall be subject to the following conditions:
- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
  - b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Défense.
  - c) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
  - d) The Indemnified Party shall not prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
  - e) All settlements of claims subject to indemnification under this Clause will:
    - 1) be entered into only with the consent of the Indemnified Party, whose consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - 2) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
    - 3) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
    - 4) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
    - 5) if the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
    - 6) if a Party makes a claim under the indemnity set out above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

- vi. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only, which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
- vii. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss, or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set forth in above) even if it has been advised of their possible existence.

The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## 19. Other conditions

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



Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

**20. Annexure**

**1: Pre-Bid Queries format**

{To be filled by the bidder in Excel only}

**Name of the Company/Firm:**

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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

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

**Pre-Proposals queries should be sent at the e-mail address (\_\_\_\_\_) mentioned in the RFE.**

Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

**2: Covering Letter**

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

To,  
The Managing Director,  
Madhya Pradesh Madhyam  
40, Administrative zone,  
Arera Hills, Bhopal - 462001

Dear Sir/Madam,

We, the undersigned, offer for Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam in accordance with your RFE and our Proposal. "We are hereby submitting our Proposal as per the requirements mentioned in the RFE.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Madhyam.
- b) we meet the eligibility requirements as stated in this RFE, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- c) our proposal is binding upon us and subject to any modifications/ amendments MP Madhyam made before the date of submission.
- d) our firm /company do not face any sanction or any pending disciplinary action from any authority against our firm /company.
- e) we understand that the MP Madhyam is not bound to accept any proposal that the MP Madhyam receives.
- f) We understand that mere empanelment with MP Madhyam shall not guarantee allotment of works.

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and email):

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

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

Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

**3: Firm/ Company Information**

Following are the particulars of our organization:

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

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

Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

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

<<On letterhead of Company>>

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

**6: Previous Work Details:**

<<On letterhead of Company>>

S. No	Description of Work	Department/ Ministry	Amount as per work order, agreement or completion certificate	Work Order Date	Work Completion Date

## 21. Non-Disclosure Agreement Format

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_ day of \_\_\_\_ month \_\_\_\_\_ year (effective date) by and between Managing Director of Madhya Pradesh Madhyam ("Department") and \_\_\_\_\_ ("Company")

Whereas, Department and Company have entered into an Agreement \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION"). The confidentiality obligations shall survive the termination of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### 1. Definitions. As used herein:

a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons/ customers data, products, and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer lists, trade secrets, trade names or proposed trade names, methods and, licensed document know-how, ideas, concepts, and other intellectual property relating to the disclosing party's data, computer database, products and/ or services. Results of any tests, sample surveys, analytics, data mining exercises or usages, etc. carried out by the receiving party in connection with the Department's Information including citizen/ users/ persons/ customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

b. The term, "Department" shall include the officers, employees, agents, consultants, contractors, and representatives of the Department.

c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors, and representatives of the Company, including its applicable affiliates and subsidiary companies.

### 2. Protection of Confidential Information. Concerning any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

a. Use the Confidential Information as necessary only in connection with Project and by the terms and conditions contained herein

b. maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its proprietary and confidential information and that of its clients

c. Not to make or retain a copy of any citizen/ users/ persons/ customers database, Proposals developed by or originating from the Department or any of the prospective clients of the Department except as necessary, under prior written intimation from the Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so

## Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e. Return to the other party, or destroy, at Department's discretion, any partial and all complete Confidential Information disclosed in oral/ printed form or other permanent records, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party, therefore.
  - f. Not to discuss with any member of the public, media, press, any or any other person about the nature of arrangement entered between the Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus - The company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by the Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions?
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately, and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by the Company of the Company's obligations contained in this Agreement. In addition, the Company shall indemnify the Department of the actual and liquidated damages which may be demanded by the Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by the Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/ or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes outlined in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/ or third party without the prior written approval of the disclosing part

## Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation, or alleged breach of any provision of this Agreement, any such dispute shall be referred to Directorate of Public Relations, Madhya Pradesh
- a. The arbitration proceedings shall be conducted in accordance with the (MP MadhyasthamAdhikaranAdhiniyam, 1983& amendments thereof.
  - b. The place of arbitration shall be the Bhopal, Madhya Pradesh
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in the English language.
  - e. The arbitration proceedings shall be completed within 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/ or Forums situated in Bhopal, Madhya Pradesh only.
12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. Amendments - No amendment, modification and/ or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - The parties intend that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. Survival - Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year have first written above.

For Department,

For Company

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

WITNESSES:

1.

2.



## 22. Format of Bank Guarantee for Performance Security

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

Beneficiary: [insert: Name and Address of Bidder]

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

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

We have been informed that [insert: name of the Bidder] (hereinafter called "the Agency") has empanelled by Madhya Pradesh Madhyam [Insert: reference number of the RFE] dated \_\_\_\_\_ with you, for Outdoor Media Agencies (Hereinafter called the "Bid"). Furthermore, we understand that, according to the conditions of the RFE document, a performance guarantee is required.

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

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

This guarantee shall be valid until the..... Day of ....., 2023.

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

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

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

Signature of the Authorised Officer of the Bank)

Name and Designation of the Officer

Seal, name & Address of the Bank and the Branch

## 23. Self-Declaration

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

To,  
The Managing Director,  
Madhya Pradesh Madhyam  
40, Administrative zone,  
Arera Hills, Bhopal - 462001

Date:

In response to the RFE dated \_\_\_\_\_ for Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam., as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,

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

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

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

Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

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

**24. Power Of Attorney**

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/-  
DULY NOTARIZED)

Know all men by these presents, We, [name of entity / Lead member of consortium and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr. / Ms.[name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam (the "Client"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

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

IN WITNESS WHEREOF WE, [name of entity / Lead member of consortium], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in "yyyy" format].

For [name and registered address of entity]

[Signature] [Name] [Designation]

Witnesses:

1. [Signature, name and address of witness] 2. [Signature, name and address of witness]

Accepted

[Signature]

## Empanelment of Outdoor Media Agencies for Madhya Pradesh Madhyam

[Name]

[Designation]

[Address]

### Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.