

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY

(Ministry of Commerce & Industry, Government of India)

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TENDER FOR

EMPANELING OF ADDITIONAL PUBLIC RELATION AGENCY FOR MPEDA

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TENDER NOTICE

TENDER FOR EMPANELING OF ADDITIONAL PUBLIC RELATION (PR) AGENCY FOR MPEDA

Tender is invited from reputed firms for Empaneling as additional PR Agencies for managing the PR activities, media coordination and Publicity (Designing works for Advertising in Print Media & Visual Media) for The Marine Products Export Development Authority (Ministry of Commerce & Industry, Government of India) as per the requirements indicated in the Tender document, which will also be available on the web site www.mpeda.gov.in.

The tender must be submitted/uploaded through the **e-procurement system of Government of India on Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app>** on or before 2 PM on 11th May 2021 for Empaneling of PR Agency for **MPEDA**'.

Secretary MPEDA

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
 (Ministry of Commerce & Industry, Government of India)
P. B. No. 4272, MPEDA House, Panampilly Nagar, Kochi – 682 036.

BID DATA SHEET

Sl. No.	Reference	Description
1.	Name of organization	MPEDA
•	Name of the work	PR activities, media coordination and Publicity (Designing works for Advertising in Print Media & Visual Media) for The Marine Products Export Development Authority (Ministry of Commerce & Industry, Government of India)
•	Pre-bid Meeting Date & Time	27/04/2021, 10:30 AM.
•	Place of Pre-bid Meeting	(Virtual Meeting)The Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Kochi – 682 036, Kerala
•	Last Date and Time for Online Submission of Bid	11/05/2021, 2 P.M.
•	Time and Date of Opening of Bid	09:00 AM on 13/05/2021
•	Place of Opening Bid	Office of the Secretary , The Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Kochi – 682 036, Kerala

•	Bid Validity	45 Days
•	Declaration of Technically Qualified Bidders	To be notified online in CPP Portal https://eprocure.gov.in
•	Contact Person	Name: Dr. T R Gibinkumar Designation: Deputy Director (MP)
•	Bid Submission (online)	19/04/2021 onward
•	Method of Selection	Quality Based Selection (QBS)
•	Language of Bid	English

TENDER DOCUMENT
THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY HEAD OFFICE,
KOCHI -36

TENDER DOCUMENT FOR EMPANELING OF ADDITIONAL PR AGENCY FOR
MPEDA

1. INTRODUCTION

The Marine Products Export Development Authority (MPEDA) (hereinafter referred as "Authority") is a statutory body under the Ministry of Commerce and Industry, Government of India. MPEDA with its Head office at Panampilly Nagar, Kochi is entrusted with the primary task of promotion of export of marine products from India.

2. JOB DESCRIPTION

Tenders in prescribed format are invited from reputed firms for empaneling of PR agencies for managing the PR activities, media coordination and Publicity works (Designing Advertisement for Print / Visual Media) for The Marine Products Export Development Authority (MPEDA) including its associated organizations.

The last date for submission of tenders is 11.05.2021 at 14.00 hrs. The bids shall be opened on 13.05.2021 at 9.00 hrs in the presence of the bidder's representatives who choose to be present at the office of the undersigned during the evaluation process. The Technical bid should be uploaded through the e-procurement website- **<https://eprocure.gov.in>** as per the prescribed format.

Those who are meeting the eligibility criteria and are interested to function as the official PR Agency of MPEDA subject to the terms and conditions may upload their Technical bids in the prescribed form enclosed herewith and with the copies of other required documents indicated in the tender document.

3. SCOPE OF WORK

- a. Preparing a communication strategy for raising the profile and media presence of MPEDA (including its associated organizations).
- b. Planning and organizing press conferences for regional, national & international media (Service of Foreign Reporters stationed in India may be utilized for cost effective publicity).
- c. Preparing and disseminating press releases/ briefs on major initiatives/ achievements/ programmes/ events as per requirement.
- d. Media management of various seminars, exhibitions, press conferences and events organized by the Authority.
- e. To create, plan and design strategies and programmes to improve the corporate image.
- f. Preparation of print and electronic material in the form of kits to the media as required.
- g. Organizing interviews of higher officials with top newspapers / magazines /TV channels.
- h. Crisis communication - It is expected that the PR agency will help to counter any adverse publicity related to the Authority.
- i. Media tracking – tracking of online, print and electronic coverage. Submission of compiled reports every month with cost analysis.
- j. To render advice and implement all programmes connected with publicity and public relations activities of MPEDA.
- k. To establish and maintain positive impact among the stakeholders in general and local public in particular.
- l. To arrange media events, arrange printing of special articles, regular press releases through international media, national media, regional media, magazines and online portals to ensure that a positive opinion/image of the authority is created among the targeted audiences.
- m. To prepare speeches of the top management for special events
- n. To translate English to any other Indian language and vice-versa to English of any news, articles, press releases, speeches to suit the appropriate media.
- o. Arranging articles for advertorials in magazines & newspapers through print publications & travel writers.
- p. Raise visibility and awareness through unpaid means of communication.
- q. Organizing Press trips / bloggers trips for promotion of Indian Seafood.
- r. To bring in at least 10 journalists from outside the State to cover any event organized by the authority in any state.
- s. To publish 2 National Stories on a monthly basis.
- t. Providing widespread coverage for all events of MPEDA in local and national print/electronic media.
- u. Designing of advertisements for MPEDA (Branding of Indian Seafood, Promotion of International shows, promotion of MPEDA services, etc.)
- v. Designing of Souvenirs, Catalogues (for shows and products).
- w. Designing of folder/brochures/pamphlets /leaflets
- x. Design (Dummies) for generic branding of Indian Seafood – eg. *Indian Crab, Indian Shrimp, Indian Squid, Indian Cuttlefish, Indian Fish, etc.*

- y. Designs for India pavilion: MPEDA used to participate in domestic and international fairs with booths inside India pavilion. To project the core theme of MPEDA's participation, backdrops highlighting the key products in each market need to be designed.
- z. Pavilion designs: MPEDA used to set up India pavilion in major international Seafood fairs along with participation of Seafood Exporters from India as co-exhibitors. Country pavilion projecting brand India as a whole and Indian Seafood in particular will be the core focus of design. The proposal should have dummies of attractive stall designs with the concept of a country pavilion.
 - aa. Publicity & branding work
 - bb. Designing and installation for display in exhibitions/fairs/workshops and related work.
 - cc. Designing of Hoardings & other outdoor advertisements
 - dd. Designing and translation of the international print/ outdoor/online creatives, into Indian languages as well as foreign language as required.
 - ee. Creation of state of the art power point presentations
 - ff. Production of Corporate videos, short films, animated videos for MPEDA with inputs from MPEDA. The final Story board and script based on the inputs from MPEDA is to be submitted to the authority for approval.
 - gg. Suggestion of Innovative means to lift up the brand value of Indian Seafood.

4. **PERIOD OF ASSIGNMENT**

The initial empanelment will be for a period of 2 years which will be extended to 2 more years on satisfactory performance of the empaneled agencies.

The successful empaneled bidders shall submit to MPEDA a PR cum Advertisement plan for a period of 12 months, within 15 days of empanelment.

5. **ESSENTIAL ELIGIBILITY CRITERIA**

5.1 Technical Capacity:

SI No.	Criteria	Documentary Evidence
1	The applicant should be a legal entity registered in India or a consortium of 2 legally registered Indian companies with 3 years experience on the day of submission of bid wherein the Consortium agreement to be	<ul style="list-style-type: none"> • Certificate of Incorporation • PAN Card • GST Registration Certificate • Bank account & RTGS details

	produced as a documentary evidence.	
2	The Bidder must have at least 3 (three) years of experience in PR activities and media communication with experience in handling print and electronic media networks for raising the visibility of Government organizations/public sector undertakings/ internationally reputed private organizations.	<ul style="list-style-type: none"> • Copies of work orders/ Client Completion Certificate • Statutory auditor's certificate • Names and address of clients who may be contacted for further information on those contracts.
3	The Bidder must have the experience of running similar campaigns for at least 2 (two) State/ Central Government organizations/ public sector undertakings in the last 3 (three) years.	<ul style="list-style-type: none"> • Copies of work orders/ Client Completion Certificate • Statutory auditor's certificate • Names and address of clients who may be contacted for further information on those contracts.
4	<p>The Bidder must have the following experience:</p> <p>a) Familiarity with requirements for preparing content, visuals and animations for print and digital media.</p> <p>b) Experience in creating "out of the box" digital campaign concepts using web analysis and extensive research that suits the customer requirements.</p> <p>c) The Bidder should have capability and experience in creation of comprehensive digital marketing print media campaigns on a turnkey basis in reputed organizations.</p>	<ul style="list-style-type: none"> • Self-declaration certified by Bidder's MD/CEO/Chairman & Chartered Accountant. • Copies of previous similar works performed for print media as well as digital media. • Design (Dummies) for generic branding of Indian Seafood • Promotional Videos : Story board for 2-3 minute promotional videos on Indian Seafood covering the following sectors <ul style="list-style-type: none"> a. Services of MPEDA b. Production

		<ul style="list-style-type: none"> c. Pre-processing d. Processing e. Marketing of Indian Seafood
5	<p>The Bidder must have the following experienced professionals in the area of Print media and digital Media Management/Marketing and video publishing management, as permanent employees on its rolls:</p> <p>Senior Copywriter – Experience of 3 years or more;</p> <p>Brand Consultant – Experience of 3 years or more;</p> <p>Graphic Designer – Experience of 3 years or more;</p> <p>Digital Media Planner – Experience of 3 years or more.</p>	<ul style="list-style-type: none"> • Self-declaration certified by Bidder's MD/CEO/Chairman & Chartered Accountant. • Credentials and Profiles of the proposed Project Team.

5.2 Financial Capacity:

Sl No.	Criteria	Documentary Evidence
1	<p>Average annual financial turnover of related services during the last 3 (three) financial years, preceding the bid due date should be at least Rs. 1,00,00,000/- (One crore rupees)</p>	<p>Audited balance sheet, annual report and profit and loss statement for the last three financial years prior to the bid due date, counter signed by the statutory auditor/ chartered accountant.</p>
2	<p>Positive net-worth in the financial ending 31st March, 2020.</p>	<p>Audited balance sheet, annual report and profit and loss statement for the financial year preceding the bid due date, counter signed by the statutory auditor/chartered accountant.</p>

6. DUE DILIGENCE BY THE BIDDER

Bidders shall bear all costs associated with the preparation and submission of their technical bids and contract negotiation.

7. TERMS AND CONDITIONS

7.1 EMD: The bidder shall have to submit an interest free, refundable earnest money deposit (E.M.D) of **Rs. 1,00,000 (Rupees One Lakh only)** in the form of Demand Draft only (with 3 months validity from the bid due date) from a scheduled commercial bank drawn in favour of **SECRETARY, MPEDA** payable at **Ernakulam. A scanned copy of the EMD should be attached along with the Technical Bid and the original demand draft for the EMD should reach** the below mentioned address on or before the closing date & time for online tender submission superscribed as "EMD for PR Agency for MPEDA".

Office of the Secretary,
The Marine Products Export Development Authority,
MPEDA House, Panampilly Avenue,
Kochi – 682 036, Kerala.

- A. Bids received without EMD shall be summarily rejected, treated as non-responsive and shall be returned without technical evaluation.
- B. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) **for similar type of services**. Valid documentary evidence in this regard should be attached in the Technical Bid.
- C. The EMD will be forfeited if the Bidder withdraws from the tender in any respect within the validity period of their bid. The EMD shall also be forfeited if the successful bidder fails within the specified time limit of 15 days from Date of empanelment (date of issue of Letter of award)
 - To furnish the signed Letter of Award;
 - To furnish the Performance Security prescribed format;
 - Sign the Contract.
- D. The EMD of unsuccessful Bidders will be returned without interest after finalization and execution of the Contract with the successful Bidder.
- E. The EMD of the successful Bidder will be returned without any interest upon the receipt of Performance Security.

F. The request of the Bidder to withdraw his bid offer after the bid due date will not be entertained and result in the forfeiture of the EMD. Such Bidder will be black listed and will be debarred from participating in future tenders floated by MPEDA.

G. In case of cancellation of this tender, the EMD of all the bidders shall be returned to the respective bidders promptly by the Authority.

1. 7.2 The Agency shall not sublet whole or part of the work to any other agency in case of award of contract.

7.3 The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of the Authority.

7.4 In case of default on the part of the agency in carrying out any order, Authority shall be entitled to get the work done by any other persons and all expenses consequent thereon or incidental thereto shall be borne by the Authority and the same will be deducted by the Authority from any money due or it may become due to the agency.

7.5 The decision of the Authority in the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract.

7.6 All cases/ proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in proper court having jurisdiction in Ernakulam, Kerala.

7.7 In the event of the Agency committing breach of any of the above terms and conditions or the services of the Agency being found to be unsatisfactory, the contract can be terminated by the Authority even before the expiry of the period of agreement by giving 10 days notice to the Agency. Even otherwise the Authority will have the right to terminate the engagement of Agency by giving one month's notice.

7.8 The Authority shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.

7.9 The successful bidder/ contractor/ agency will have to sign a contract agreement with the authorized official of the Authority on a Rs. 300/- non-judicial stamp paper. All the terms and conditions, scope of work etc. contained in the tender documents shall form part of and shall be taken as if they were included in contract agreement to be executed with the agency.

7.10 The Authority reserves the right to accept or reject tender without assigning any reason thereof. No claim or complaint in this regard will be entertained by the Authority.

7.11 Tender document should be signed on all the pages by the Authorized signatory along with seal of the agency.

7.12 Resolution of the Company (if the Tenderer is a Company) authorizing the person signing the Tender, to sign the Tender on behalf of the Company is to be provided.

7.13 In the event of the Agency committing a breach of the contract, the Authority is entitled to receive from the Agency compensation to the extent of loss incurred as determined by the Authority for any loss or damage caused to the Authority.

7.14 Agencies are advised to fully understand the magnitude of the job involved before submitting the bids.

7.15 Falsification / Suppression of information shall lead to the disqualification and blacklisting of the agency from bidding for the tenders floated by MPEDA in future.

7.16 The agency is liable to provide the services / items over and above the items mentioned in the tender by the Authority at unit rate quoted in the tender.

7.17 If there is requirement of Advance payment on the quoted bid amount, the schedule of advance payment may please be mentioned explicitly in the financial bid.

7.18 The Authority is under no obligation to accept the lowest or any tender received in response to this tender notice.

7.19. The successful bidders shall submit the following documents within 15 days of issue of the Letter of award.

a. Copy of Letter of award signed in all pages as a token of acceptance.

b. Security Deposit in the form of Bank Guarantee as per the format prescribed.

c. Agreement as per the format prescribed.

8. INSTRUCTIONS TO BIDDERS

Bidders are advised to study the Bid document carefully. Online submission of bids shall be done after careful study and examination of the bid document with full understanding of its implications.

Bidders are requested to submit their bids as per the terms and conditions specified herein. Only application of those agencies that fulfill the criteria would be considered by the Authority.

9. HOW TO APPLY

The bidders must upload their bids through the **e-procurement system of Government of India on Central Public Procurement Portal**

(eprocure.gov.in). Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10. SUBMISSION/ UPLOADING OF BID

The bidders are required to submit soft copies of their bids electronically on the CPP portal **<https://eprocure.gov.in>** not later than the time and date indicated in the Bid Data Sheet, or any extension to this date in accordance with the corrigendum, if issued. Any bid sent other than through CPP portal or any incomplete Bid document received even within the stipulated deadline as per Bid Data Sheet in CPP Portal shall be rejected.

Bid shall be prepared as per the prescribed formats provided as attachments.

All the files mentioned should be in PDF format.

The details of Form/s to be uploaded online using CPP Portal is described as below:

- i. Scanned copies of EMD shall be uploaded on CPP portal.
- ii. Technical Bid including all the desired documents, forms and formats should be scanned and uploaded. A copy of scanned EMD may also form part of the document.

11. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The selection process is solely based on Quality for empanelling of PR Agency

11. a. EVALUATION OF TECHNICAL BID

Technical Bid of the eligible bidders shall be evaluated as per following criteria. The Technical Bid of the eligible bidders shall be evaluated based on their past experience, understanding of the proposed methodology, work plan for execution prepared by the bidder in commensurate with magnitude of the event and methodology proposed by them and qualification and experience of proposed key experts of the bidder.

The bidders shall make a **power point presentation** of their technical bid. The date and time of bid presentation will be intimated by standard electronic

means to the respective bidders by MPEDA. **Bid presentation by all the responsive Bidders is mandatory.**

The Evaluation committee shall evaluate each Technical Bid by awarding marks as per the following criteria and also after listening to the Bidders during Bid-Presentation.

Evaluation Criteria of Technical Bid for calculation of Technical Score (TS) & Scoring Pattern:

SI No.	Criteria	Marks	Documentary Evidence
1	Total years of experience in PR & Advertising	10	Documents of incorporation and commencement of business.
2	Number of projects for PR & Advertising undertaken for State/Central Government bodies and PSUs.	10	<ul style="list-style-type: none"> • Copies of work orders/ Client Completion Certificate • Statutory auditor's certificate • Self-declaration certified by Bidder's MD/CEO/Chairman & Chartered Accountant
3	Number of similar projects undertaken for reputed private organizations.	10	<ul style="list-style-type: none"> • Copies of work orders/ Client Completion Certificate • Statutory auditor's certificate • Self-declaration certified by Bidder's MD/CEO/Chairman & Chartered Accountant
4	Total years of experience of permanent employees in PR & Advertising	10	<ul style="list-style-type: none"> • Self-declaration certified by Bidder's MD/CEO/Chairman & Chartered Accountant • Credentials of team
5	Contact Office of Bidder in Kerala	5	Self-declaration certified by Bidder's MD/CEO/Chairman & Chartered Accountant

6	Average annual financial turnover of related services during the last 3 (three) consecutive financial years, ending 31st March, 2019.	5	Audited balance sheet, annual report and profit and loss statement counter signed by the Chartered Accountant
7	Concept Presentation	50	
7A	Content Development Strategy	10	
7B	Concept and Methodology for PR & Advertising	10	Samples of creative material of 2 (two) previous campaigns/projects such as graphical messaging, info-graphics and creative material for engagement activities on social media.
7C	Understanding of MPEDA's work & the scope of services	10	
7D	Best Practices & Innovative Ideas	10	
7E	Proposed work plan & milestones	10	
	Total	100	

Note: The Scoring pattern for the evaluation criteria in Points 1 to 4 & 6 will be on Pro-rata basis.

Qualifying Technical Marks: A bidder must get minimum technical marks of 70 to get qualified for empanelment. The financials for Publicity works (Designing of Advertisements for Print media/ visual media) will be collected from empanelled agencies as per the requirement of MPEDA)

11.b. RANKING OF BIDDERS AND FINALISATION OF EMPANELMENT

Bidder obtaining **Score** more than 70% will be empaneled as PR Agencies of MPEDA.

FEES & OTHER CHARGES

The financials along with PR Plan and draft designs for Publicity works (Designing of Advertisements for Print media/ visual media) will be collected from empaneled agencies as per the requirement of MPEDA and the agency submitting the best plan in terms of PR/design and financial quote will be entrusted the particular work.

SCHEDULE OF TENDERING PROCESS

The Schedule for the process for selection of PR Agency is as follows:

Sl. No.	Milestone	Date
1	Issuance of Tender notice	19/04/2021
2	Pre-bid Meeting	27/04/2021
3	Last Date for Online Submission of Bid	2 PM on 11/05/2021
4	Date for Opening of Technical Bid (-1)	9.00 AM on 13/05/2021
5	Presentation by the Bidders	To be informed
6	Opening of Financial Bid (-2)	To be informed

ANNEXURE-1

Technical Bid

Last date for receipt of application is up to 11.05.2021 at 14.00 hrs

From

.....

.....

..... **To**

THE SECRETARY

The Marine Products Export Development Authority

P. B. No. 4272, MPEDA House, Panampilly Avenue, Kochi – 682 036.

Sl. No.	Particulars	Details to be filled in by the Agency
1	Name of the Firm / Agency	
2	Registered office / business address of the agency with telephone, cell, Website, E-mail and fax number	
3	Name of Contact Person(s)	
4	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5	Year of Incorporation & Constitution	
6	Income Tax - PAN No. (Attach copy of PAN)	
7	GST No. (Attach copy of GST registration)	
8	TIN No. (Attach copy)	
9	Details of EMD or EMD Exception certificate attached	
10	Turnover during last four years (copy of audited Balance sheet to be enclosed)	

	Year	Turnover in Rupees lakhs (in words and figures)
	2016-17	
	2017-18	
	2018-19	
	2019-20	
11	Whether registered with Registrar of Companies? If yes, Date of Registration (Attach copy of Registration)	
12	Customer Profile (Attach copy of work orders/proof & Work completion certificate)	
13	<u>Infrastructure details</u> <ol style="list-style-type: none"> 1. Details of network/branches of agency in Kerala and other states in India. 2. Whether the agency have adequate professionally trained manpower. 3. Whether the agency is providing services to Union Govt. / Public sector undertakings, Financial institutions, banks/private sector companies, etc. in past three years. 	
14	Details of Previous experience as per format below.(Copies of experience certificates, work orders, Work completion certificate and proof of Work order value to be attached)	
15	Whether the agency is an income tax assessee with valid PAN number and having filed its Income tax return for the last four assessment years i.e. 2016, 2017, 2018 and 2019. (Attach copy of Income Tax returns for all the above mentioned years).	

16	Any other relevant information				
17	Verification - The application for engagement should be signed by the authorized signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information would lead to rejection of application besides initiation of penal proceedings by the Authority.				
18 Format for giving details of key personnel of the agency					
Sl. No.	Name of key personnel	Designation	Years with the Agency	Contact number	Any other information

Past Experience of the Bidder

4. *Experience of successfully arranging PR Services to Government/ private bodies.*
5. *PR for events such as Workshop/ Conference/ Congress/ Convention/ Symposia within last 5 years:*
6. *Advertisements*

(Give best 5 clients and Events among that at least two events should be international event)

Sl. No.	Name of Events/clients	Period of Events (From- To)	Name of Client	Value of Work	Venue of Event

1					
2					
3					
4					
5					

authorized signatory

Name & Signature of

**Date:
Agency**

Name & Seal of

Annexure:2
FORMAT OF WORK ORDER

File
No:
:

Date

To,
M/s.

Sub: Empanelment of Public Relation /Advertising & Designing Agency for MPEDA

Ref: Technical Bid submission and Presentation made by you on 2021.

This has reference to the EOI cited above where in seven agencies had been called for a presentation. agencies had turned up for the presentation.

Based on the technical submission and presentation the following agencies have been empaneled with MPEDA for undertaking PR activities, Media coordination and Advertising including designing for a period of Two (2) years with effect from

List of Empaneled Agencies

SCOPE OF WORK

1. Preparing a communication strategy for raising the profile and media presence of MPEDA (including its associated organizations).
2. Planning and organizing press conferences for regional, national & international media.
3. Preparing and disseminating press releases/ briefs on major initiatives/ achievements/ programmes/ events as per requirement.
4. Media management of various seminars, exhibitions, press conferences and events organized by the Authority.
5. To create, plan and design strategies and programmes to improve the corporate image.
6. Preparation of print and electronic material in the form of kits to the media as required.
7. Organizing interviews of higher officials with top newspapers / magazines /TV channels.
8. Crisis communication - It is expected that the PR agency will help to counter any adverse publicity related to the Authority.

9. Media tracking – tracking of online, print and electronic coverage. Submission of compiled reports every month with cost analysis.
10. To render advice and implement all programmes connected with publicity and public relations activities of MPEDA.
11. To establish and maintain positive impact among the stakeholders in general and local public in particular.
12. To arrange media events, arrange printing of special articles, regular press releases through international media, national media, regional media, magazines and online portals to ensure that a positive opinion/image of the authority is created among the targeted audiences.
13. To prepare speeches of the top management for special events
14. To translate English to any other Indian language and vice-versa to English of any news, articles, press releases, speeches to suit the appropriate media.
15. Arranging articles for advertorials in magazines & newspapers through print publications & travel writers.
16. Raise visibility and awareness through unpaid means of communication.
17. Organizing Press trips / bloggers trips for promotion of Indian Seafood.
18. To bring in at least 10 journalists from outside the State to cover any event organized by the authority in any state.
19. To publish 2 National Stories on a monthly basis.
20. Providing widespread coverage for all events of MPEDA in local and national print/electronic media.
21. Designing of advertisements for MPEDA (Branding of Indian Seafood, Promotion of International shows, promotion of MPEDA services, etc.)
22. Designing of Souvenirs, Catalogues (for shows and products).
23. Designing of folder/brochures/pamphlets /leaflets
24. Design (Dummies) for generic branding of Indian Seafood – eg. *Indian Crab, Indian Shrimp, Indian Squid, Indian Cuttlefish, Indian Fish, etc.*
25. Designs for India pavilion: MPEDA used to participate in domestic and international fairs with booths inside India pavilion. To project the core theme of MPEDA's participation, backdrops highlighting the key products in each market need to be designed.
26. Pavilion designs: MPEDA used to set up India pavilion in major international Seafood fairs along with participation of Seafood Exporters from India as co-exhibitors. Country pavilion projecting brand India as a whole and Indian Seafood in particular will be the core focus of design. The proposal should have dummies of attractive stall designs with the concept of a country pavilion.
27. Publicity & branding work
28. Designing and installation for display in exhibitions/fairs/workshops and related work.
29. Designing of Hoardings & other outdoor advertisements

30. Designing and translation of the international print/ outdoor/online creatives, into Indian languages as well as foreign language as required.
31. Creation of state of the art power point presentations
32. Production of Corporate videos, short films, animated videos for MPEDA with inputs from MPEDA. The final Story board and script based on the inputs from MPEDA is to be submitted to the authority for approval.
33. Suggestion of Innovative means to lift up the brand value of Indian Seafood.

TERMS & CONDITIONS

1. The agencies will be responsible for the following activities as detailed in the scope of work including preparing a Communications strategy and media presence for MPEDA, PR & Media Management, Organising Press Trips, Designing & Release of Advertisements, Out of Home Displays, Designing of Brochures, International and National Stall and Pavilion designs, Production of Corporate videos , Short films, Publicity & branding works etc
2. The agencies are expected to provide their services in an efficient and time bound manner within the stipulated deadlines.
3. All works need to be pre-estimated based on the brief and requirement and undertaken based on the work order issued by MPEDA.
4. The work will be allotted to empaneled agencies based on the quality of the work, best plan in terms of design and financial quote will have to submitted.
5. Allotment of work among the agencies will be at the sole and absolute discretion of MPEDA and empanelment will not give rise to any right or claim for entrustment of work.
6. The agency bills for any advertisement/ TVC/ Radio jingle should invariably be supported by a voucher copy of the original release along with copies of publications.
7. The empaneled agency will have to sign a contract agreement with authorised official of the Authority. All the terms and conditions, scope of work etc contained in the tender documents shall form part of and shall be taken as if they were included in the contract agreement to be executed with the agency.
8. If at any time it is found that the agency is acting prejudicial to the interest of MPEDA and not abiding by the terms and conditions of engagements, MPEDA shall have the right to terminate the agency or engagement without assigning any reason whatsoever.

FEES & OTHER CHARGES

Any work assigned to the selected agency that was not covered under the scope of work will be paid on a case to case basis based on mutual consensus. The financials along with draft proposals for PR works designs for Publicity works (Designing of Advertisements for Print media/ visual media) will be collected from empaneled

agencies as per the requirement of MPEDA and the agency submitting the best plan in terms of PR Proposal/design and financial quote will be entrusted the work.

You shall submit the following documents within 15 days of issue of the Letter of award.

- a. Copy of Letter of award signed in all pages as a token of acceptance.
- b. Security Deposit in the form of Bank Guarantee as per the format prescribed.
- c. Agreement as per the format prescribed.
- d. A PR cum Advertisement plan for a period of 12 months.

Thanking you,
Yours faithfully

Dr. T.R. Gibinkumar
Deputy Director
(Statistics &Market Promotion)
MPEDA

Annexure:3

FORMAT OF AGREEMENT

THIS AGREEMENT entered into at Kochi on thisday of... the between **The Marine Products Export Development Authority (Ministry of commerce and industry, Government of India)**, having its registered office P. B No: 4272, MPEDA house Panampilly Nagar, Kochi – 682 036 here in after referred to as the "**MPEDA**" (which expression shall unless repugnant to the context mean and include its successors and assigns) of the **First Part**

AND

..... a company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at and hereinafter called "**Agency**" (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Part.**

WHEREAS MPEDA, with a view of empaneling agencies for service of PR activities, media coordination and Publicity (Designing works for Advertising in Print Media & Visual Media), invited bids vide RFP No and the second party herein had emerged as one of the successful bidder.

NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES, HERETO AS FOLLOWS:

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
 - i. Empanelment letter No :..... Dtd:
 - ii. Request for Proposal (RFP), its Addendums & Corrigendum
 - iii. Any other document issued by / of MPEDA forming part of the Bidding Process.
2. In case of any contradiction with the provisions of this agreement with any of the aforesaid documents, the provisions of this agreement shall prevail.
3. The selected bidder shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the contact Agreement, pursuant to the LOA for undertaking the work.
4. That the period of contract is for 2 years from to (which will be extended to 1 more years on satisfactory performance of the empaneled agencies)
5. The Agency hereby agrees for managing the PR activities, media coordination and publicity (Designing works for advertising in print media and visual media) for The Marine Products Export Development Authority (Ministry of commerce and industry, Government of India) as per the requirements indicated in the Tender document.

6. The services to be rendered inside digital media/perception management etc. can be varied from time to time and is covered inside the overall rate quoted by the Agency.
7. Payment Terms and Terms of engagement

7.1 **Price:** The average cost envisaged for Designing Advertisements, Production of short videos/ Corporate Videos/ TV Commercials etc., excluding its propagation cost is around Rs. Lakh. As we have agencies in empaneled list, the average engagement cost for a single agency may be considered as Rs. Lakh assuming that each of the empaneled agency gets an equal share of the proposed works. (The average proposed engagement cost is only an assumption based on budget and MPEDA is in no way liable to engage any of the agencies, unless there is a requirement).

7.2 Under the assumption in 7.1 the agency shall furnish performance security for Rs.(Rupees only) as Performance Bank Guarantee (being 5% of the assumed total engagement cost per year) within 10 days of signing the contract . The Bank Guarantee should be valid for the entire contract period, which may be further renewed based on the extension of the contract.

7.3 Any work assigned to the selected agency that was not covered under the scope of work will be paid on a case to case basis based on mutual consensus. The financials along with draft designs for Publicity works (Designing of Advertisements for Print media/visual media) will be collected from empaneled agencies as per the requirement of MPEDA and the agency submitting the best plan in terms of design and financial quote will be entrusted

7.4 The bills against the assigned works shall be submitted after successful completion of the work along with the visibility/market access reports. Payments will be done online, within 15 days from the receipt of invoice when duly verified and certified for payment by the MPEDA official in charge.

7.5 The agency is entitled to claim the below mentioned Out-of-Pocket expenses on actual basis against production of documentary proof of expenses incurred, only for those works outside the scope of RFP, if any entrusted by MPEDA. For the same, approval shall be obtained from competent authority of MPEDA prior to incurring of the expense:

7.5.0.1 Outstation travel expenses

7.5.0.2 Assignment charges for professionals outside through the agency

7.5.0.3 Any other additional All third party expenses incurred in organizing events/seminars/ or other such programs

7.5.0.4 Other charges in relation to such work assigned by MPEDA from time to time.

7.6 The agency shall remit any revenue if any generated from advertisement in the web space or media space on account of this assignment to MPEDA without any delay. The agency shall advise MPEDA regarding any advertisement / commercial revenue opportunities available in the web space.

7.7 The agency shall be solely responsible for the consequences arising out of violation of law, unauthorized access, infringement of rights, loss or damage arising out of any act or deeds in connection with this assignment.

7.8 The Agency shall be solely responsible for the safety of their personnel and all the personnel shall be adequately insured. The Agency shall also confirm to the provisions of all statutes relating to their work and also the rules and regulations of any local authority. The Agency shall in respect of Personnel employed by him either directly or through sub- agencies, comply with or cause to be complied with all applicable statutes, including both not limited to a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules, b) The minimum wages Act 1948 and the related rules c) The payment of wages Act 1936 and the related rules, d) The Employees' Provident Fund & Miscellaneous provisions Act I-952, e) The Employees State insurance Act 1948, f) Employees Compensation Act L923 g) Payment of Bonus Act 1965 h) The Building and other Construction Workers Welfare Cess Act. 1996 i) Maternity Benefit Act, 1961j) Payment of Gratuity Act,1972 k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act,1979,1) Equal Remuneration Act, 1976 m) The Industrial Disputes Act 1947, n) Child Labour (Prohibition and Regulation) Act, 1986 etc. and other statues in general.

7.9 Agency shall maintain proper records of wages, PF, EDLI, Pension, ESI contribution, administrative charges etc. and other relevant documents, wherever applicable and shall produce proof of the same as and when required. Agency shall be solely responsible for compliance of statutory provisions with respect to their personnel and their work. Agency shall indemnify MPEDA against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with personnel deployed by them or the work undertaken by them. The agency shall have full control over its employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Agency shall be solely responsible for any claim arising out of employment or termination of employment of its employees and for their statutory payments.

7.10 The Agency shall be responsible for the conduct and discipline of their personnel and if any personnel is found to have misbehaved with

MPEDA staff or the customers of MPEDA shall not be engaged by the Agency further.

7.11 In case of any partial execution of the work as per the scope provided, remuneration will be reduced based on actual volume of work done.

7.12 MPEDA has the right to check, search examine the persons and the belonging of the employees/representatives and agents of the contractors while entering/leaving the premises and they shall not leave the premises unless authorized by the concerned authority.

7.13 In case any employee found engaged in doing any other work which is not relevant to the scope of this work, his entry permit shall be confiscated and cancelled and the agency shall dispense with his services forthwith and arrange replacement in his place immediately.

7.14 All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision where of is otherwise herein before expressly provided or in the Acts relating to MPEDA and the rules framed there under which are now enforced or which may hereafter come into force as applicable) may be referred to the arbitration panel as prescribed in the RFP documents under the Arbitration and Conciliation Act, 1996. The award of the arbitrator/s so appointed shall be final and binding on the parties. The provisions of Arbitration & Conciliation Act 1996 as amended from time to time shall be applicable. The seat of Arbitration shall be at Kochi.

7.15 In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the same shall be under the courts situated in Kochi only.

7.16 Agency shall ensure at all times that permit/sanction of Govt./Local bodies or relevant authorities are obtained wherever applicable and displayed at appropriate places. MPEDA shall not entertain any rebate/claim of damages/consequential loss etc. on this ground.

7.17 The officials should possess a valid official identity card and due permission to be taken prior to the entry to the site and should abide by all safety rules.

7.18 No request for enhancing the rate due to hike in fuel prices /wages/ insurance premium or any other reason would be entertained during the tenure of agreement.

7.19 MPEDA will not be responsible or liable in case of any dispute arising between the agency and the officials / agents employed by the agency.

7.20 MPEDA reserves the right to terminate the agreement by giving 1 months' notice, at any time during the contract period without assigning any reason and no compensation will be paid for such termination.

7.21 The scope of work mentioned above is applicable, on all days including Sundays and Holidays through prior notification.

7.22 No payment shall be made against bills pertaining to those, where any complaint with regard to quality of the service of the agency is received from the public. Agency shall be given an opportunity to present their side of the case. In this regard, the decision of MPEDA shall be final.

7.23 In case of violation of any of the above conditions, or in case of any complaints received regarding the violation of above conditions, MPEDA reserves the right to terminate the contract and bar the agency from participating in any future tender/quotation called by MPEDA

7.24 MPEDA and the Agency and the signatories represent and warrant that they are empowered, authorized and able to enter into this agreement. In witness whereof the parties hereto have caused this agreement to be signed in their respective hands on the day and year first before written.

FOR AND ON BEHALF OF MPEDA

Dr. T. R. Gibinkumar
Deputy Director (Statistics & Market Promotion)
MPEDA

FOR AND ON BEHALF OF

Witness

- 1.
- 2.

Annexure: 4

FORMAT OF BANK GUARANTEE TO BE SUBMITTED AS PERFORMANCE SECURITY DEPOSIT

(To be executed on **Rs.200/-** stamp paper)

This Deed of Guarantee made on this _____ day of _____ 21____ , by the _____ Bank, hereinafter referred to as 'the Bank' in favor of the Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Kochi-36, hereinafter referred to as 'the Authority' which expression shall include its successors.

WHEREAS M/s. _____ hereinafter referred to as the 'Empanelled Agency', is responsible for Public Relations/Advertising and Designing for the Authority for 36 months. The Agency will provide PR services, Media coordination and advertising including designing for the Authority.

Upon execution of the Contract the Agency shall furnish performance security amounting to 5% (Five per cent) of the bid value in the form of Bank Guarantee from a scheduled commercial bank ("Performance Security"), the validity of which shall be of 24 (Twenty Four) months from the date of execution of the Contract.

The bank guarantee is for an amount of Rs. (Rs only) which is 5% of the contract value excluding GST.

As per the contract 'The Authority' reserves the right to terminate the Contract with the 'Agency' at any point of time by giving 1 (ONE) MONTH's notice if the progress of work is not satisfactory, in such circumstances the Performance Security will be forfeited.

And whereas bank guarantee will be released in full by the Authority after fulfilling the contract obligation by the 'Agency' and after completing the contractual period..

NOW THEREFORE IN consideration of the contract between 'The Authority's and the Agency , the bank hereby unconditionally agrees and undertake to pay the Authority an amount of Rs. (Rupees only) for enforcing accountability by the Agency.

The Bank further agrees that any demand made by the Authority shall be final and binding on the Bank and payment shall be made forthwith on demand to the

Authority without demur irrespective of any dispute or disputes that may be raised by the 'Agency' on any ground.

This guarantee shall remain in force and effective for a period of 24 months till _____ and unless a demand is made on the bank before the said expiry date we, the Bank will stand completely discharged with respect to all our liabilities under this Bond.

The Guarantee herein contained shall not be determined or affected by liquidation, dissolution or changes of constitution or insolvency of the said Empanelled Agency or the bank, but shall in any respect and for all purpose be binding and operative until certified to be discharged by MPEDA.

NOTWITHSTANDING anything contained above, the liability of the Bank shall be restricted to Rs./- (Rupees only).

For the Bank Manager

IN WITNESS THEREOF

Dated this _____ day of _____ 202_____

(Seal of the Bank)