

LIMITED TENDER FOR
SELECTION OF CONTENT
DEVELOPER FOR
MAKING FILMS ON
TOURISM PROMOTION

**MEGHALAYA INFRASTRUCTURE DEVELOPMENT &
FINANCE CORPORATION LIMITED (MIDFC)**

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Disclaimer

1. This Limited Tender document is neither an agreement nor an offer by the Meghalaya Infrastructure Development & Finance Corporation Limited (MIDFC) to the prospective Applicants or any other person. The purpose of this LIMITED TENDER is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this LIMITED TENDER.
2. MIDFC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this LIMITED TENDER document and it is not possible for MIDFC to consider needs of each party who reads or uses this LIMITED TENDER document. This LIMITED TENDER includes statements which reflect various assumptions and assessments arrived at by MIDFC in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this LIMITED TENDER document and obtain independent advice from appropriate sources.
3. MIDFC will not have any liability to any prospective Applicant/Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this LIMITED TENDER document, any matter deemed to form part of this LIMITED TENDER document, the award of the Assignment, the information and any other information supplied by or on behalf of MIDFC or their employees, any Content Developers or otherwise arising in any way from the selection process for the Assignment. MIDFC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this LIMITED TENDER.
4. MIDFC will not be responsible for any delay in receiving the proposals. The issue of this LIMITED TENDER does not imply that MIDFC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and MIDFC reserves the right to accept/reject any or all of proposals submitted in response to this LIMITED TENDER document at any stage without assigning any reasons whatsoever. MIDFC also reserves the right to withhold or withdraw the

process at any stage with intimation to all who submitted the LIMITED TENDER Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MIDFC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. MIDFC reserves the right to change/ modify/ amend any or all provisions of this LIMITED TENDER document.
7. MIDFC would have sole irrevocable right to empanel or terminate the selection and/ or increase the number of members of such selection and/or issue fresh notice of invitation for similar selection without assigning any reason whatsoever.

1 Background

Meghalaya Infrastructure Development Finance Corporation (MIDFC), a Company registered under The Companies Act, 2013 was constituted by the Government of Meghalaya to prepare projects, mobilize finance, facilitate procurement and provide credit support service for construction, development, operation, maintenance, rehabilitation and upgradation of bankable infrastructure projects in the State of Meghalaya. MIDFC is now entrusted with the role of a facilitator for infrastructure projects executed in the State of Meghalaya. It seeks to empanel Creative Content Developers whose services can be availed of by the various Executing Agencies, Line departments, State Government Undertakings engaged in the process of development of Infrastructure in the State.

2 Objective

The key objective of the selection is to identify Content Developers in the areas of media content development & promotional video content for various departments & undertakings of Government of Meghalaya

3 Instruction to Applicants

3.1 Definitions

3.2 General Instructions

- 3.2.1 This Limited Tender is for the selection of Content Developers whose services can be availed by the various Executing Agencies, Line Departments, State Government Undertakings engaged in the process of development of content in various media for promotion of the state of Meghalaya related programmes and initiatives.
- 3.2.2 The complete Proposals should be submitted on or before the Proposal Due Date as specified Data Sheet, in the manner specified in the LIMITED TENDER document. The Client shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.
- 3.2.3 Pursuant to the selection, the services of the Content Developers may be availed by MIDFC by issuing project specific Terms of References (ToR) and requesting project specific financial bids from the empanelled Content Developers. The ToR may include project specific requirements of Technical professionals.
- 3.2.4 The empanelled applicants will be required to submit their financial offers strictly on the basis of Terms of Reference provided by MIDFC without attaching any counter conditions and a certificate to this effect has to be furnished by the applicant. MIDFC reserves the right to reject conditional offers.

- 3.2.5 On selection of an applicant for a specific project, MIDFC will enter into agreement in the form prescribed. The format of agreement will be enclosed by MIDFC while seeking financial offers from empanelled applicants.
- 3.2.6 For applicants which are subsidiaries of foreign companies (i.e. equity of foreign entity is more than 50%) and if turnover of foreign parent company is claimed, MIDFC shall insist on submission of a letter from the parent company to make its services available to the Applicant as required and demanded by MIDFC without any extra financial liabilities on MIDFC.
- 3.2.7 Even though applicants may satisfy the necessary requirements they are subject to disqualification if they have:
- i. Made untrue or false representation in the form, statements required in the application document.
 - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - iii. Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria, key experts etc.
- 3.2.8 It may be noted that after selection, MIDFC shall have sole right and discretion to allot the work to consultant(s) commensurate to their capabilities and capacities. No complaint /representation/ grievance shall be entertained by MIDFC in this regard.
- 3.2.9 For the purpose of selection, applications received will be evaluated based on the details furnished and minimum criteria specified in this LIMITED TENDER Document.
- 3.2.10 All firms are required to bid independently for selection and no JVs/consortium are allowed. However, for the purpose of selection, empanelled firms can associate with individuals/independent consultants to fulfil the criteria as per the list of experts mentioned in this LIMITED TENDER
- 3.2.11 Applicant must furnish, on its company letter head, the following undertaking along with its bid.
- “I/we certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part”.

3.3 Clarifications

- 3.3.1 To facilitate evaluation of Proposals, MIDFC may, at its sole discretion, seek clarifications from any applicant(s) regarding their proposal. Such clarification(s) shall be provided within the time specified by MIDFC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 3.3.2 If an applicant does not provide clarifications sought under Sub-Clause 3.3.1 above within the specified time, their proposal shall be liable to be rejected. In case the proposal is not rejected, MIDFC may proceed to evaluate the proposal by construing the requiring clarification to the best of its understanding, and the applicant shall be barred from subsequently questioning such interpretation of MIDFC.

3.4 Right to accept or reject any or all proposals

- 3.4.1 Notwithstanding anything contained in this document, MIDFC reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 3.4.2 MIDFC reserves the right to reject any proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to disqualification of the Applicant. If such disqualification/ rejections occurs after the proposals have been opened or during any stage of the bidding process, and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the selection process.

3.5 Language

- 3.5.1 The Proposal with all accompanying documents and all communications in relation to or concerning the selection process shall be in English language and strictly in the forms provided in this document. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for by MIDFC.

3.6 Correspondence with Applicant

- 3.6.1 Given and except as provided in this document, MIDFC shall not entertain any correspondence with any applicant in relation to acceptance or rejection of any application.
- 3.6.2 MIDFC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- a. Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms & conditions relating there to
 - b. Consult with any applicant in order to receive clarification or further information.

- c. Empanel or not to empanel any applicant and/or to consult with any applicant in order to receive clarification or further information.
- d. Retain any information and / or evidence submitted to MIDFC by, on behalf of, and/or in relation to any applicant and/or.
- e. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

3.7 Conflict of Interest

- 3.7.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 3.7.2 It is necessary that the selected applicant provides professional, objective, and impartial advice and always hold the interests of MIDFC and orExecuting Agencies as paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected applicant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MIDFC and the executing agencies.
- 3.7.3 A Guidance Note has been enclosed in Section 8 of this LIMITED TENDER document for purpose of addressing Conflicts of Interest. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

the Applicant or Associate (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956. For the purposes of this, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this "sub-clause" (bb) if the shareholding of such-person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity share holding of such intermediary; (b) a constituent of such Applicant is also a constituent of another

Applicant; or (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or (f) there is a conflict among this and other consulting assignments of the Applicant and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

The duties of the selected applicant will depend on the circumstances of each case. While providing consultancy services to the Authority for a particular assignment, the selected applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractors or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder here of having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be.) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- 3.7.4 For purposes of this bid, Associate means, in relation to the Applicant, a person/company/entity who/which controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

3.7.5 An applicant eventually appointed to provide consultancy services for any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of the original assignment; provided further that this restriction shall not apply to consultancy / advisory services performed for MIDFC in continuation of a specific consultancy or to any subsequent consultancy/ advisory services performed for MIDFC in accordance with the rules of MIDFC. For the avoidance of doubt, an entity affiliated with the applicant shall include a Partner in the selected applicant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the applicant's company, as the case may be, and any Associate thereof.

3.8 Number of Proposals

3.8.1 An applicant is eligible to submit only one Proposal. An applicant whether applying individually or in consortium shall not be entitled to submit another proposal.

3.9 Cost of Proposal

The applicants shall be responsible for all of the costs associated with the preparation and delivery of their Proposal including costs and expenses related to visit to the office of MIDFC and their participation in the Selection Process. MIDFC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.10 Acknowledgement by applicants

3.10.1 It shall be deemed that by submitting the Proposal, the applicant has: (a) made a complete and careful examination of the LIMITED TENDER document; (b) received all relevant information requested from MIDFC; (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the LIMITED TENDER document or furnished by or on behalf of MIDFC or relating to any of the matters referred above; (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder; (e) acknowledged that it does not have a Conflict of Interest; and (f) agreed to be bound by the undertaking provided by it under and in terms hereof. MIDFC shall not be liable for any omission, mistake or error on the part of the applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the LIMITED TENDER document or the Selection Process, including any error or mistake therein or in any information or data given by MIDFC.

3.11 Miscellaneous

- 3.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 3.11.2 MIDFC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; (b) consult with any applicant in order to receive clarification or further information; (c) retain any information and/or evidence submitted to MIDFC by, on behalf of and/or in relation to any applicant; and/or (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.
- 3.11.3 It shall be deemed that by submitting the Proposal, the Content Developers agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3.12 Dispute Resolution

- 3.12.1 In all matters of disputes or grievances arising out of the selection process or during the course of any assignment awarded to the empanelled applicants, the decision by the Board of Directors of MIDFC will be final and binding on all parties.

4 Data Sheet

4.1 Schedule

The schedule for receipt of applications for selection is as follows:

Event	Date	Time
Pre-Bid Queries	06/01/2020	1500 Hrs
Reply to Pre-Bid Queries	08/01/2020	1500 Hrs
Proposal Due Date	14/01/2020	1500 Hrs
Proposal Opening	14/01/2020	1600 Hrs
Presentation to the Evaluation Committee in Shillong	16/01/2020	1100 Hrs Onwards
Validity of Proposal	120 Days	

4.1.1 Venue for Pre-proposal Conference

Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC), House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003. Phone: 9436102314/7085401314. **For details please visit <http://www.mbda.gov.in>**

Any communication related to the selection as well as pre-bid queries may be addressed to:

Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC), House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003. Phone: 9436102314/7085401314. **For details please visit <http://www.mbda.gov.in>**

The communication / queries should be submitted in standard electronic format (MS Word and PDF files) at the following email address midfcmegh@gmail.com

Any communication related to the selection as well as pre-bid queries may be addressed to:

4.2 Submission of Proposal

The LIMITED TENDER Proposal shall be addressed to MIDFC, at the following address:

Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC), House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003. Phone: 9436102314/7085401314. **For details please visit <http://www.mbda.gov.in>**

4.2.1 Submission Requirements

To be eligible for Selection, the applicants shall provide evidence satisfactory to MIDFC regarding their eligibility and of their capability to carry out the required services. In addition, all applications submitted shall include the following information:

- I. Submit all Annexures (1 to 5) duly signed by an Authorised Signatory in two different envelopes clearly marked TECHNICAL PROPOSAL & FINANCIAL PROPOSAL**
- II. A Show-Reel copied in a DVD or Flash Drive enclosed with the Technical Proposal with illustrated work done by the content developer showcasing ONLY relevant assignments/films. Relevant films can include:**
 - **Promotional Films made for Public or Private Clients**
 - **Advertisements**
 - **Corporate Films**
 - **AdventureSports related Content**

III. A Presentation that should focus on the Tourism Promotional Themes for Meghalaya:

- Promotional Themes
- Visualisation
- Tag Line
- Timeline & Schedule

The Presentation will be held in Shillong at 1100 Hrs

Venue: Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC), House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003

4.2.2 Proposal Preparation

Bidders shall submit their proposal in Original containing all forms in appropriate formats and documentary proofs in spiral/hard bound form.

An authorized representative of the Bidders shall initial all pages of the original Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal must initial such corrections.

The envelope containing the Proposal in one envelope shall be placed into other envelope, both to be placed in an outer envelope and sealed along with applicant's name and address in the left-hand corner of the outer envelope and superscripted: -

Limited Tender of Content Developers for

“LIMITED TENDER FOR SELECTION OF CONTENT DEVELOPER FOR MAKING FILMS ON TOURISM PROMOTION”

Envelop 1 – Technical Proposal (Annexure 1 to 3) + DVD/Flash Drive*

Envelop 2 – Financial Proposal (Annexure 4 to 5)

Both Proposal should be placed in an Outer Envelope. This outer envelope shall bear the submission address, be clearly marked **“DO NOT OPEN, EXCEPT BEFORE EVALUATION COMMITTEE. MIDFC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated.** This circumstance may be case for Proposal rejection.

The Original Proposal must be sent to the address indicated at Para 4.2 and received by MIDFC no later than the time and the date indicated in the Schedule, or any extension to this date. Any proposal received by MIDFC after the deadline for submission shall be returned unopened.

4.2.3 Mode of Submission

The Proposal complete in all respects must reach to MIDFC at the specified address on or before the stipulated date and time by hand or through Speed/Regd. Post or Courier. ***(Proposals received through any other mode will be rejected).***

4.2.4 Late Submission

Proposals received after the deadline for submission prescribed by MIDFC will be rejected.

4.2.5 Modifications and Withdrawal of Proposal

No modifications to the proposal shall be allowed once it is received by MIDFC.

*Films/Digital Content

5 Scope of Work

A great Tourism film is one that inspires fantasies and makes the audience wish to have the experience that has been showcased. Since there are hoards of films promoting various geographical regions, what is also of utmost importance is to have a retention value and association with the place being promoted.

The audience should immediately recall the place, locations (as shown in the film), perhaps food or even attire, upon a mention of the place. Some of the themes need to be

1. A common theme (for a cluster of promotion films in the campaign), which can be achieved by giving the campaign a tag line. All the films therefore will converge into that tag line.]
2. A balance of natural beauty, attractions, culture, people, food, traditional attire and all the other things that one may associate with the place being promoted.
3. The film should not only be great looking shots, but also have an emotional connect that inspires and aspires. It should be able to capture the beauty and serenity of Meghalaya.
4. A catchy jingle, song, oratory or theme music can be associated with all the films in the campaign.
5. Depending on the creatives, the film may have a common character (or personified imaginary character like time / river / sun etc.)
6. The film should be completely apolitical and neutral when it comes to religious beliefs or customs.

Brief Description of the Goods*	Specifications	Quantity	Delivery Period
Video Documentary	Tourism Development & Promotion for Meghalaya State <u>Production</u> Story boarding Shooting Editing Voice recording Audio Translation <u>Language</u> English, Gharo, Hindi etc <u>Duration of each video</u> Min -1 minutes Max -3 minutes <u>Location</u> Multi-location across entire state	5 videos	All videos to be completed within 3 Months from issue of work order.

I. SCOPE OF WORK/TASKS/ACTIVITIES

The Bidder will be responsible for the following tasks:

1) Storyboard:

The Bidder is expected to include minimum one storyboard or concept in this proposal, in order to present a vision of how the video will be carried out, in terms of style, shots, and theme. The awarded Bidder (referred to as the Contractor) will work closely with Meghalaya Basin Management Agency (MBMA) members to develop the final storyboard for the video before filming. The video is expected to have a cinematic theme that portrays the beauty of Meghalaya State. Meghalaya Basin Management Agency (MBMA) must give final approval on the storyboard before filming commences.

2) Filming

The Contractor must handle all filming, including crew, cast, and high quality HD film equipment to be used underwater. In the proposal, the Bidder must also include a tentative filming schedule that details the required number of days of filming, the equipment

(details of the type of cameras required), tentative locations and the names and CVs of the filming crew and team that will work on this video.

3) Editing and Post-Production

The contractor will edit and produce the film taking into consideration the following:

- Use of royalty free music, or music which the firm has a commercial license to use
- Use of voiceover: The Bidder must propose English, Khasi, Garo and Pnar for each video voiceover samples (male and female)
- Use of text and graphics: Where appropriate, the Contractor must utilize graphics on screen such as the title of the video, location or activity in the video.
- Use of animation: If needed, the Contractor must utilize simple animation to illustrate a concept or explanation of a process.

6 Criteria for Evaluation.

6.1 Evaluation of Technical Proposals

Evaluation Criteria	Maximum Marks
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6.1.1 In the first stage, the Technical Proposal will be evaluated based on Bidder's experience, its understanding of TOR, proposed work, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (S_T).

6.1.2 The scoring criteria to be used for evaluation shall be as follows.

A	Core Team	15
B	Support Team	5
C	Relevant Films*	20
D	Presentation	60
Total of A + B + C+D		100

*The Core Team should have relevant content/films that should reflect in the video submitted through Electronic mode (DVD/Flash Drive)

- 6.1.3 The bidder will have to enclose presentation on the concept note along with the technical Proposal to MIDFC. The presentation shall cover in sufficient detail the appreciation of the project, method statement for the assignment covering approach & methodology, proposed organizational structure, work program, implementation strategy, proposal to save time and cost, etc.

6.2 Short-listing of Bidders:

6.2.1 All the bidder having score more than 70 shall be considered as short-listed bidder for financial evaluation in the second stage.

6.3 Evaluation of Financial Proposal:

6.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).

6.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

6.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Agency. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal quoted by other Bidder other than the lowest Financial Proposal (F_M))

6.4 Combined and Final Evaluation:

6.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T_W and F_W are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

6.4.2 The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.23, 2.26, 2.27 and 2.28, as the case may be.

7 Period of Selection

The selection would be for a period of 3 **years** and can be extended by MIDFC based on the requirement. Notwithstanding anything contained in this LIMITED TENDER document, MIDFC would have sole irrevocable right to terminate the selection and/ or increase the number of members of such selection and/or issue fresh notice of invitation for similar selection without assigning any reason whatsoever.

7.1 Termination of Selection

If in the view of MIDFC, the performance of an Empanelled Consultant is not satisfactory, or the Consultant has failed to safeguard the interest of MIDFC, the MIDFC may at its sole discretion, terminate the engagement of the consultant, for project as well as terminate the Firm's selection with the MIDFC. In doing so, the MIDFC shall intimate the consultant in writing. The decision of MIDFC in this matter shall be final and binding.

7.2 Award of Work

Procedure for the award of work shall be as follows: -

- MIDFC shall upon receipt of request for procurement of consultancy services from the Planning Department, Government of Meghalaya or executing agency of the State Government/ State Government Undertaking shall invite limited tender(s) from the empanelled Content Developers.
- MIDFC also reserves the right to allot the work to any of the empanelled Content Developers after giving due consideration to the suitability and competence of the Content Developers to handle jobs, with due regard to their proven track record, which shall be reviewed by MIDFC as found necessary, from time to time.

7.3 Performance Security

- The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of all the amounts due and payable to the Agency, to be appropriated against breach of this Agreement. The balance remaining out of the Performance Security shall be returned to the Agency at the end of work schedule.
- The Agency may, in lieu of retention of the amounts as referred to in Clause above, furnish a Bank Guarantee of Nationalized or Scheduled Bank substantially in the form specified during the time of signing the agreement and after having received the Letter of Award. The Format for the same will be shared after the evaluation process is over, during the time of agreement signing.

8 Guidance Note on Conflict of Interest

This Note further explains and illustrates the provisions of Clause 3.8.3 of the LIMITED TENDER and shall be read together therewith in dealing with specific cases.

- 1) Technical Content Developers shall be deemed to be in a conflict of interest situation wherein it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties.
- 2) Conflict of interest may arise between MIDFC/ Executing Agency and a Technical Consultant or between Technical Content Developers and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - a) MIDFC/ Executing Agency and Technical Content Developers:
 - i. Potential Technical Content Developers should not be privy to information from MIDFC/Executing Agency which is not available to others; or
 - ii. Potential Technical Content Developers should not have defined the project when earlier working for the MIDFC/Executing Agency.
 - b) Technical Content Developers and Contractors:
 - i. No Technical Content Developers should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii. No Technical Content Developers should be involved in owing or operating entities resulting from the project; or
 - iii. No Technical Content Developers should bid for works arising from the project.

Annexure –1 : Letter of Proposal

(On Firm's Letter Head)

Date:

Place:

To,

The Officer on Special Duty

Meghalaya Infrastructure Development & Finance Corporation Ltd.

L/A-56, Lower Nongrim Hills,

Shillong East Khasi Hills

Meghalaya-793003

**Sub: LIMITED TENDER FOR SELECTION OF CONTENT DEVELOPER FOR MAKING
FILMS ON TOURISM PROMOTION**

Dear Sir,

1. With reference to your RFP Document of the captioned subject, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Agency for Providing Services. The proposal is unconditional and unqualified.
2. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
3. We agree to keep this offer valid for 120 (One Twenty Days) days from the Proposal Due Date specified in the RFP.
4. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

Annexure2: Power of Attorney for Signing of the Bid by the Lead Member

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **SELECTION OF CONTENT DEVELOPER FOR MAKING FILMS ON TOURISM PROMOTION**, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019

For.....

(Signature, name, designation and address) Witnesses:

1

2

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Annexure 3: Particulars of Key Personnel

S.No.	Designation	Name of Key Personnel	Educational Qualification	Length of Professional Experience	Name of Films/Relevant Promotional Assignment
(1)	(2)	(3)	(4)	(5)	(8)
1.	Creative Director				
2.	Director				
3.	Screenwriter				
4.	Researcher				
5.	Cinematographer				
6.	Chief Editor				
7.	Head of Production				
8.	Photographer				
9.	Music Director				
10.	GFX Artist				
11.	Sound Director				
* CVs maybe attached					

(Signature, name and designation of the authorized signatory)

FINANCIAL PROPOSAL

Financial Proposal Envelope No.2

Annexure 4 - Covering Letter

(On Firm's Letter Head)

(Date and Reference)

To,

The Officer on Special Duty

Meghalaya Infrastructure Development & Finance Corporation Ltd.

L/A-56, Lower Nongrim Hills,

Shillong East Khasi Hills

Meghalaya-793003

**Sub: LIMITED TENDER FOR SELECTION OF CONTENT DEVELOPER FOR MAKING FILMS ON
TOURISM PROMOTION**

Dear Sir,

I/We _____ Bidder herewith enclose the Financial Proposal for selection of our firm as an Agency for above captioned work.

I/We agree that this offer shall remain valid for a period of 120 (One hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

NOTE: *The Financial Proposal is to be filled strictly as per the forms given in RFP.*

Annexure 5: Summary of Financial Proposal

Item No.	Description	Amount (INR)
A.	Cost of 20 Films	
B	GST	
C	TOTAL (including taxes) (A+B) (in Rs.) In Indian Rupees in figures & in words:	

Signature of Authorized Signatory