



MUMBAI CRICKET ASSOCIATION

RFP for Appointment of PR Agency

Last date of submission: 13TH January 2022 on or before 5.00 pm

Mumbai Cricket Association
Cricket Centre, Wankhede Stadium,
D Road, Churchgate, Mumbai 400 020

www.mumbaicricket.com

mcacrik@mumbaicricket.com

Request for Proposal (RFP) for Appointment of PR Agency

Dated – 06/01/2022

Mumbai Cricket Association (MCA) invites sealed tender documents for Appointment of PR Agency. The registered firm having proven track record of expertise in above field may submit their proposal to the Secretary, MCA

Tender document can be downloaded from the website www.mumbaicricket.com. The cost of the tender document of Rs. 10,000/- (non refundable) shall be given through bank draft in favour of Mumbai Cricket Association along with the technical bid.

Modifications/Amendments/Corrigendum, if any, shall be published on the above website. The MCA reserves the right to relax, change the terms and conditions, and select/reject any application without assigning any reason thereof.

(1) Last date of submission: 13TH January 2022 on or before 5.00 pm

(2) Opening of Technical proposals: - will be decided by MCA

(4) Opening of Financial proposals:- will be decided by MCA

Secretary
MCA

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by MCA hereinafter referred to as Issuer, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Issuer, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Issuer, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Issuer may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	7 Days
2	Last date for receiving queries	10 th January 2022 on or before 5.00 pm
3	Response to queries	11 th January 2022
4	Last date of submission of proposals	13 th January 2022 on or before 5.00 pm
5	Technical Proposal and Financial Bid Opening	will be decided by MCA
6	Technical Presentation	Only the eligible bidder qualifying the minimum eligibility will be intimated.
7	Letter of Award	To be intimated
8	Start Date	To be intimated to Selected Bidder
9	Cost of Tender (Demand Draft)	INR 10,000/- (Rupees Ten Thousand Only)
10	Earnest Money Deposit (EMD) in the form of Demand Draft	INR 1,00,000/- (Rupees One lakh Only)
11	Website for Tender Documents	www.mumbaicricket.com
12	Contact Details	mcacrik@mumbaicricket.com

Note:

1. The Issuer reserves the right to change any schedule of bidding process. Please visit the Issuer's website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

2. Background Information

The primary objectives of this RFP are:

- To create awareness about MCA across the social media platforms
- The selected agency shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels.
- To formulate outreach and stakeholder communication strategies to build and sustain community support through awareness and engagement using Social media handles
- To effectively and innovatively disseminate information about MCA various activities to all stakeholders

3. Eligibility Criteria

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP/Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services for “Appointment of PR Agency” and support Services sought by the MCA, for the entire period of the Contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
Qualification Criteria		
Legal Entity	The Bidder should be a single Business Entity. (Any kind of consortium/JV is not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in communications and outreach services as of March 31, 2021.	Certificates of Registration/ Incorporation
Financial Capacity	The bidder should have average annual turnover of Rs.10.00 Crore (Ten Crore Only) in the last three financial years i.e. 2018-19, 2019-20 and 2020-21 as per the audited balance sheet available at the time of submission of tender.	Certificate from statutory auditor /audited financial statements for the three previous financial years.
Nationwide presence	The bidder should have nationwide presence	List of offices with details including registered addresses and telephone numbers.
Bidder Experience	The Bidder should have prior experience of working with State/ Central Government/ PSUs/ trade bodies/ private organizations in sports sector in India for providing its services like conceptualisation, end-to-end management and execution of campaigns and handling all social media handles for at least 1 year or more, from the date of submission of the tender	Proofs like work orders / agreements that mentions the name of government body or private company to which the services were rendered.
Blacklisting	The Bidder should not have been blacklisted/ banned/ debarred/ under investigation by any State Government or Central Government entity/ PSU in the last 10 years	Self-certification.

Headquarter	The Bidder should have been in existence in India since last 10 years as on 31 st December 2021 with ability to service the client through their office in Mumbai. Head Quarters office should be Mumbai	Telephone Bills/Lease Agreement
Staff Strength	The bidder should have minimum 50 employees on payroll	PF challan

4. Instructions to the bidders

4.1 General Conditions of Contract

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Issuer on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Issuer. Any notification of preferred Bidder status by the Issuer shall not give rise to any enforceable rights by the Bidder. The Issuer may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Issuer.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- b. "Agency" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- c. "Contract" means the Contract entered into by the parties for providing communications and outreach services along with the entire documentation specified in the RFP.
- d. "Personnel" means professional and support staff provided by the Agency to perform Services to execute an assignment and any part thereof.
- e. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the Issuer for selection of communications and outreach services
- f. "Services" means the work to be performed by the Agency pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the Issuer.

4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

4.4 Pre-bid meeting & Clarifications

4.4.1 Bidders Queries

- a. Issuer shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b. The Bidders will have to ensure that their queries should reach to Issuer by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- c. Issuer shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Issuer.
- d. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Issuer' reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by the Secretary, MCA will endeavour to provide timely response to the queries. However, Issuer makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Issuer undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Issuer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) will be uploaded on the Issuer website www.mumbaicricket.com
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. Replies to the queries will be sent to the bidders by email on the date mentioned in the fact sheet of this document.
- f. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Issuer may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 Rights to terminate the process

- a. Issuer may terminate the RFP process at any time and without assigning any reason. Issuer makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Issuer. The Bidders' participation in this process may result Issuer selecting the Bidder to engage towards execution of the Contract.

4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website www.mumbaicricket.com. Online bid submission fee in form of bank demand draft of INR 10,000/- drawn in favor of Mumbai Cricket Association, payable at Mumbai from any nationalized bank/ scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.5.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of INR 1,00,000/- (Rupees One lakh Only), in the form of a Demand Draft issued in favour of Mumbai Cricket Association payable at Mumbai and should be valid for 180 Days from the due date of the RFP/Tender.

- b. EMD of all unsuccessful Bidders would be refunded by Issuer within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned after two months of completion of the project.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

4.5.4 Submission of Responses

- a. Technical Cover (containing)
 - i. EMD, Board Resolution and Bid Document Fees (in a separate sealed envelope)
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
 - iii. Technical Proposal (in a separate sealed envelope)
- b. Financial Proposal (containing)
 - i. Cover Letter
 - ii. Financial Proposal

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by Issuer to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. Issuer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidders in English language only.

4.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Issuer shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Issuer reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a. Issuer will form a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee formulated by the Issuer shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.

4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document shall be opened by Proposal evaluation committee authorized by Issuer.

4.7.2 Tender Validity

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

4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Issuer.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

- c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

4.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The Issuer shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Issuer. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Issuer on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.11 Contacting the Issuer

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Bidder shall not approach Issuer officers after office hours and/ or outside Issuer's office premises, from the time of the Proposal opening till the time the Contract is awarded.

4.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, and valid GST number. Any kind of consortium/JV will not be permitted.

4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

4.14 Opening of Proposal

First, The Technical cover will be opened. The Financial Proposal may be opened in presence of technically short-listed Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Cover
- b. Financial Cover

4.15 Deciding Award of Contract

- a. The Issuer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Issuer and its appointed representative on the date asked for, at no cost to the Issuer. The Issuer may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Issuer shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Issuer shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Issuer at the opening of bid.
- d. Special Condition for Awarding the Agreement:
 - i. Issuer will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. Issuer may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. Issuer will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. Issuer will have the right to ask for additional Team members beyond what has been specified in this RFP.

4.16 Confidentiality

- a. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any Issuer of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

4.17 Publicity

Any publicity by the Bidder containing the name of Issuer should be done only with the explicit written permission from Issuer.

4.18 Duration of Contract

The Contract shall initially be valid for 12 months from the date of signing if the Agreement. The Agency and the Issuer may mutually extend the Agreement for subsequent period depending on the requirements of the Issuer and on the terms mutually agreed by both the parties.

4.19 Terms and Conditions: Applicable Post Award of Contract

4.19.1.1 Termination for Default

- a. Issuer may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Issuer; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Issuer, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract

4.19.1.2 Termination for Insolvency

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

4.19.1.3 Termination for Convenience

- a. Issuer, by a written notice of at least 30 days sent to the selected 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 Issuer's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Issuer will pay for all the pending invoices as well as the work done till that date by the Agency.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation here to (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.19.1.4 Termination by Issuer

- a. The Issuer may, by not less than 30 days" written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Issuer may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. The selected Bidder submits to the Issuer a statement which has a material effect on the rights, obligations or interests of the Issuer and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days
- c. If the Issuer would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the Issuer would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the issuer will give a rectification notice for 30 days to the Agency in writing with specific observations and instructions.

4.19.1.5 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 30 days written notice to the Issuer, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. Issuer is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days following the receipt by the Issuer of the selected Bidder's notice specifying such breach
 - ii. If there are more than 2 unpaid invoices and Issuer fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
 - iv. The Issuer fails to comply with any final decision reached as a result of arbitration.

- v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Issuer to the selected Bidder within 30 days of the Contract termination

4.20.1 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Issuer shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of Issuer to invoke the Issuer Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Issuer under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Dispute Resolution Mechanism

The Bidder and the Issuer shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- Matter will be referred for negotiation between Officer nominated by Issuer and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the

other in connection with the arbitration shall be in writing and be made as provided in this RFP/tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/ Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4.20.3 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.20.4 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Issuer as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Issuer shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

4.20.5 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Issuer may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

4.21 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Issuer indemnified in this regard.

4.21 Contract administration

- a. Either party may appoint any individual/ organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the Issuer representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Issuer representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
 - v. A committee comprising of representatives from the Issuer and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Issuer.

4.22 Right of Monitoring, Inspection and Periodic Audit

The Issuer reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract,. The Issuer may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Issuer shall also have the right

to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the Issuer and the Selected Bidder undertakes to cooperate with and provide to the Issuer/ any other Consultant/ Agency appointed by the Issuer, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the Issuer may, without prejudice to any other rights that it may have, issue a notice of default.

4.23 Issuer's Obligations

The Issuer representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

Issuer shall ensure that timely approval is provided to the selected Bidder, where deemed necessary.

Issuer shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

4.24 Information Security

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the Issuer, out of premises, without prior written permission from the Issuer.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Issuer, whichever is earliest, return any and all information provided to the Selected Bidder by Issuer, including any copies or reproductions, both hard copy and electronic.

4.25 Indemnity

In case of breach of any of the terms and conditions mentioned in the Contract, the Bidder shall, at its own cost and expense, indemnify, defend and hold the Issuer, its directors, management or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of such breach.

The maximum aggregate liability of the Bidder together with its sister concerns, directors, employee, associates or contractor under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of

fees paid by the Issuer to the Bidder under the Contract or the amount of fees paid in that particular year when the claim has arisen, whichever is less.

The Issuer shall at its own cost and expense, indemnify, defend and hold the Bidder, its directors, employee, associates, sister concerns or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against the Bidder, due to any materials or publicity prepared for the Issuer which was either approved by the Issuer or was based on materials, ideas or directions provided by the Issuer or any of its personnel/ agents/ sub-contractors.

4.26 Payment Schedule

- i. The Firm shall be paid on a monthly basis for its services at the completion of each month. The payment will be based on rates finalized for the award of contract to the successful firm
- ii. All payments subject to taxes as applicable

4.27 Dispute Resolution

The Issuer and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, the Issuer and the Selected Bidder are unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- a. In the case of a dispute or difference arising between the Issuer and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFP. The award of the Arbitrator shall be final and binding on the parties.
- b. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- c. The venue of arbitration shall be the Mumbai, India.
- d. The Issuer may terminate this Contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause

4.28 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.29 Conflict of interest

The Bidder shall disclose to Issuer in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.30 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.31 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

4.32 “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Issuer, under or by virtue of or arising out of, the Contract, nor shall Issuer entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of Issuer in such form as shall be required by it after the work is finally accepted.

4.33 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Issuer first gives its written consent to the selected Bidder.

4.34 General

4.35 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the Issuer and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the Issuer and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

Issuer will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

4.36 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of Issuer.

4.37 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Issuer notifies the Selected Bidder of its release from those obligations.

4.38 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.39 Governing Law

This Contract shall be governed in accordance with the laws of India.

4.40 Jurisdiction of Courts

The High Court of India at Mumbai, Maharashtra has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.41 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.42 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To
Secretary,
Mumbai Cricket Association
3rd floor, Cricket Centre,
Wankhede Stadium, D Road,
Churchgate, Mumbai 400 020

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

4.43 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.44 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.45 Taxes

The Bidder shall pay all applicable taxes, if any, imposed on the Services under this Contract.

4.46 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.47 Fraud and Corrupt Practices

4.47.1 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Issuer shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Issuer shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b. Without prejudice to the rights of the Issuer under Clause above and the rights and remedies which the Issuer may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Issuer during a period of 2 (two) > years from the date such Bidder, as the case may be, is found by the Issuer to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Issuer who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Issuer, shall be

deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Issuer in relation to any matter concerning the Project;

- ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Issuer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Scope of Work:

6.1 The selected bidder shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels. RFP for Managing Digital Marketing, Social Media and Website Page. The agency should be capable of creating a Digital Architecture and roadmap for designing & implementing brand campaigns; along with professional creative team and should be willing to work in collaboration with the other mainline/ primary creative and media agency. The Agency shall understand the client’s target audience and build creative & content, media selection, drive promotions to maximize the impact of the Digital Marketing.

6.2. All digital marketing efforts through Search Engine Optimization (SEO), Organic and Paid Social Media & Affiliate marketing, Influencer Marketing, Social Media Marketing, Digital Content Marketing & Online Reputation Management including but not limited to creative development, developing overall brand strategy, content management, blogging, Response Management etc. related to digital and social media marketing space.

6.3. Designing and Implementing campaigns/ brand awareness programs on Platforms and measuring its performance via proprietary analytical tools. Understanding the performance vis-a-vis the targets/ goals set by client and providing better solutions/ strategy wherever improvement required. Constantly monitoring and analyzing Performance vis-a-vis Industry

standard/ trends related to our product, services etc. Providing periodic reports on the campaigns and related programs.

Social media handles to be handled by the Bidder: Twitter, Facebook and Instagram

6.4. Identifying and exploring partnerships with various brands and organization for branding and marketing tie-ups

6.5 Creating a sponsorship proposal on behalf of the Association and approaching potential sponsors based on the Association's requirements.

7. Team composition

Following should be the composition of the core team:

S. No.	Position	Number	Experience
1	Project Manager	1	<ul style="list-style-type: none"> • Post Graduate with at least 7 year experience • Experience in developing and executing communications strategy, brand promotion, branding & marketing of event and organizing public relation activities, conceptualization, and execution of events & engagement activities • Experience in leading teams for communications projects
2	Team Leader	1	<ul style="list-style-type: none"> • Post Graduate with at least 5 year experience • Experience in developing and executing communications strategy, brand promotion, branding & marketing of event and organizing public relation activities, conceptualization, and execution of events & engagement activities • Experience in leading teams for communications projects
3	Team Member	1	<ul style="list-style-type: none"> • Graduate with at least 6 months experience • Experience in developing and executing Media Strategy, execution of events & engagement activities and organizing Public Relation Activities • Experience in preparation of press releases, news articles, messages, write-ups, articles, features in Hindi & English

If at any point in time, the Issuer feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks. The Agency is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Agency needs to give it in written to the Issuer and only upon agreement, the replacement may be carried out.

Note: No Contractual or Third Party Resources will be provided. All Resources will have to be on Company Rolls as on the date of the submission. Failure to do so will lead to rejection and blacklisting.

9 Annexures

9.1 Annexure I: Proposal Covering Letter

Date:

To,
Secretary,
Mumbai Cricket Association

Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
5. MCA may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
6. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely,
Signature
Full name of signatory
Designation
Name of the Bidder (firm etc.)

9.2 Annexure II: Financial Proposal Format

To be returned in original along with the Proposals

To,
Secretary
MCA

Subject: Appointment of PR Agency
Sir,

We, the undersigned, offer to provide the services in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

No.	Services	Financial quote
1	Sponsorships	___ %
2	Social Media Management	Rs. _____ per year

Notes

- a. All boarding and lodging expenses for any trip outside of MCA for project related work to be reimbursed by the Issuer on actual in situations where the arrangement is not made by the Issuer itself. Any other third party expenses or other additional expenses not mentioned in the scope of work will be paid at actual, post written approval from the authority concerned.
- b. The above excludes any applicable taxes
- c. The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,
Authorized Signature {In full and initials}:
Name and Title of Signatory:

9.3 Annexure III: Format for professional experience citations

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Issuer		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff(Project Director/ Coordinator, Team Leader)involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

9.4 Annexure IV: Format for Curriculum Vitae (CV) of key staff

Photo	1. Name:			
	2. Position:			
	1. Date of Birth:			
	2. Education:			
3. Employment Record	From	To	Company	Position Held
4. Brief Profile				
5. Countries of Work Experience				
6. Languages				
7. Representative Projects				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
Signature:			Name:	

9.5 Annexure V: Format for composition of team and tasks of team members

Sr. No.	Name	Qualification & Experience Required (in Years)	Proposed Position	Task Assigned
			Project Manager	
			Team Leader	
			Team Member - 1	