



‘MTML Square’, 63, Cyber City, Ebene
Ph- 52943333, Fax – 52940606, web: www.chili.mu

Tender Document

No: MTML/Mktg/01/2021

Dated 11th May 2021

GENERAL CONDITIONS

1. Mahanagar Telephone (Mauritius) Ltd. intends to appoint a Marketing and PR agency, for a period of 2 years further extendable by 1 year on same terms. The agency shall be required to do comprehensive activities broadly classified as under:
 - (a) To plan Marketing and advertising strategy for various products and services of MTML
 - (b) To devise and implement strategies for brand building of MTML
 - (c) To liaison with media houses, government and corporate bodies for brand consolidation
 - (d) To co-ordinate with various social organizations for implementation of CSR
 - (e) To design and implement comprehensive Marketing Communication Plan for Press, Radio, TV, Social, Electronic, Outdoor and other media.
 - (f) To create, design, produce and implement the Advertisements & Publicity in various media.
 - (g) To buy various print, electronic and social media slots
 - (h) To conceptualize and implement online and social media advertising campaigns.
 - (i) To monitor the Press, Radio, Online & TV communications for effective implementation.
 - (j) To manage and create content for
 - i. CHILI website with daily updates
 - ii. CHILI Facebook page & Instagram account with daily updates
 - iii. CHILI Mobile App.
 - (k) To manage and enhance the social media presence of MTML.
 - (l) To carry out market research and surveys at regular intervals and analyze the findings
 - (m) To plan, suggest and execute sales promotion activities
 - (n) To develop new strategies for continuous growth of market share and revenue.
2. The agency will be selected through a two stage tender process. All proposals shall be submitted in two parts – Technical Bid and Financial Bid. The Technical Bid shall comprise of the details about the company as mentioned in Annexure-I and Financial bid

is to be submitted as per Annexure –II. Both parts will be sealed in separate envelopes with clearly markings of “Technical Bid for Tender for Marketing and PR Agency” and “Financial Bid for Tender for Marketing and PR Agency” respectively. Both these envelopes are to be then placed in a single envelope and sealed properly. The sealed bid should be addressed to CFO MTML and submitted to ‘MTML Square’, 63 Cybercity, Ebene before 1400 hrs on 2nd June 2021.

3. The Technical Bid of all bidders will be opened first and evaluated and shortlisted by MTML. Financial Bids of shortlisted bidders will be opened subsequently. MTML, at its discretion, may call any or all bidders for detailed presentation for better understanding of their capabilities before short listing them for opening financial bid. It shall be noted that the Financial Bid of only those bidders will be evaluated who have been shortlisted after Technical evaluation.
4. MTML does not bind itself to accept lowest or any other bid. MTML reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder(s) on the ground of MTML decision.
5. The issue of work order by MTML and its acceptance by the approved bidder shall constitute the award of contract to the bidder.
6. The effective date for commencement of service will be indicated in the work order.
7. The price fixed by MTML shall remain valid throughout the contract period. Extension beyond the contract period shall be considered at the same price or price negotiated downwardly.
8. The agency shall be required to accept the terms and conditions of this tender document in full. Part compliance is not permissible and will render the bid liable for rejection.
9. Qualifying Criteria:
 - (a) The agency should have BRN and should be VAT registered in Mauritius.
 - (b) The Agency should have experience of at least 3 years of working as a Marketing and PR Agency for a renowned commercial establishment in Mauritius. The claim for experience is required to be supported by documentary evidence.
 - (c) The agency shall have a minimum turnover of Rs. 20 million per annum for the last 2 years.
10. Rights in Intellectual Property and Materials:
 - (a) It is agreed that all the rights relating to the Trademarks and Copyrights in respect of the advertising and publicity work including press advertisements, literature, scripts, music, radio tapes and programmes, TV spots, films

produced by the agency on behalf of MTML and paid for by MTML shall vest with MTML.

- (b) MTML hereby does not authorise and permit the agency to use any advertising or publicity material created by the agency under this Agreement for any publicity or commercial purpose inter alia, any entry for local and/or international industry awards, show reels, uploading on the agency/parent company's website(s) etc. In special cases, prior permission needs to be obtained for such use from MTML on a case to case basis.

11. Termination of contract

11.1 MTML, without prejudice to any other remedy, for breach of contract and by written notice of default sent to the Agency, may terminate this contract in whole or in part if -

- a) Agency fails to deliver any or all the goods/services within the time period(s) specified in the Contract or any extension thereof granted by MTML.
- b) Agency fails to perform any obligation(s) under the Contract; and
- c) Agency, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as MTML may authorise in writing) after receipt of default notice from MTML.

11.2 MTML may terminate the contract fully or partly, at any time, without assigning any reason, by giving written notice of not less than 3 months.

12. Termination for Insolvency

MTML, at any time, may terminate the contract by giving written notice to the Agency, without any compensation, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MTML.

13. Arbitration & Conciliation

Any dispute, which remains to be resolved through amicable and good faith discussions between the parties within 180 days of the beginning of such discussion, shall be resolved in accordance with the Rules of United Nations Commission for International Trade Law (UNCITRAL). The venue of arbitration shall be Mauritius. The laws of the Republic of Mauritius shall be applicable in arbitration. The language used in arbitration proceedings shall be English. Each party shall bear its own cost for making submission to the Arbitration. The Arbitrator shall be appointed by the common consent of both parties, failing which, by the Judge in Chambers of the Supreme Court of Mauritius on the application of either or both parties.

14. Subject Laws and Jurisdiction

The contract shall be governed by Mauritius Laws and the Courts at Mauritius will have jurisdiction to entertain any dispute or claim arising on the contract.

17. Notices

Any notice given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing, by registered post. For the purposes of this clause, the contact details of MTML shall be as follows:

CEO
Mahanagar Telephone (Mauritius) Ltd
'MTML Square', 63 Cybercity, Ebene
Mauritius

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. Confidentiality

Both Parties agree that the information provided under this Agreement is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

19. Queries/ Clarifications:

All queries / clarifications regarding the tender may be sent by email to cfo@mtmltd.net or by post addressed to CFO, MTML latest by 15:00 hrs of 24th May 2021. The reply of the queries of all bidders compiled as one document shall be uploaded at MTML website www.chili.mu within 3 working days and shall form part of this tender document. All bidders have to take the printout of all clarifications/ amendments issued and submit their signed copy with Technical Bid document.

ANNEXURE – I

Technical Bid Document

The following details need to be submitted as part of Technical Bid. The bidder may provide additional information if that helps in justifying their suitability for this job.

1. Name & address of the Company:
2. VAT and BRN Number (Copy of VAT & BRN registration certificates to be attached) :
3. Profile of the Company :
4. Annual Turnover of the Company for past 2 years (Audited Balance sheet of last 2 years to be attached):
5. Current Clients (Documentary evidence to be attached) :
6. Experience Details (Experience certificate issued by clients to be attached) :
7. No. of full time employees currently engaged (Copy of CSG statement to be attached) :
8. Qualification & Experience of the personnel who are proposed to be associated with MTML project :
9. Some samples of previous Print and video advertisements done :
10. A brief proposal/ plan of the agency for carrying out the required work at MTML
11. Any other information you would like to mention:

Note: All documents submitted with Technical Bid must be signed by authorized signatory with company seal.

Annexure –II

Financial Bid Document

Part A: Fixed Service Charges (to be paid on monthly basis)

S. No.	Work Description	Service Charges (Rs./month)
1.	Provide a dedicated team for continuous monitoring of MTML's Marketing activities and for Market Study and Analysis. The team will have the responsibility of suggesting measures to MTML to improve its market positioning with respect to competitors.	
2.	Conduct market and advertising surveys on quarterly basis, analyzing the results of surveys done and proposals for actions and remedial measures.	
3.	Plan and execute media campaign for MTML across media, including Social media.	
4.	Monitoring of all media advertisements and publicities regarding broadcast schedules, quality control and relevance of messages. A monthly report will be submitted to MTML.	
5.	Prepare communication to and coordinating with various media companies for publicity on regular basis	
6.	Regular PR activities to promote MTML's public image.	
7.	Conceptualize and organize various activities for CSR.	
8.	Liaise with various stakeholders and collaborators to facilitate execution of various projects.	
9.	Design and coordinate sales and promotional activities in accordance with market situations and as per set objectives.	
10.	Manage and develop Social media pages and website of MTML. Regular user engagement activities are to be done on social media and MTML website, for which active content updation is to be done by the agency.	
11.	Coordinate and organize events and outdoor publicity (Only the service charges are to be mentioned here.)	
12.	Agency/Retainer fees (<i>Agency must consider the possibility that MTML may have direct negotiations with media companies, in which case Agency will not benefit from any sharing of commissions</i>)	
	Total Service Charges Per Month	

Part B: Variable Charges (As per the actual work done)

S. No.	Work Description	Charges (Rs.)
1.	<p>Conceptualization, design and production of artworks for</p> <ul style="list-style-type: none"> (i) Newspaper advertisements for <ul style="list-style-type: none"> (a) quarter page (b) half page (c) full page (ii) Posters <ul style="list-style-type: none"> (a) A2 size (b) A3 size (iii) Leaflets (A4 one fold) (iv) Banners (standard 3m x 1m) (v) Billboard of various sizes depending on the requirement. <p>Payments will be made only for the approved artworks. The charges to be quoted here are only for the artwork and not for printing/ rental etc. For the purpose of evaluation only, 1 artwork for each item (total 8 items as detailed above) per month would be taken into consideration.</p>	
2.	<p>Conceptualization, design and production of Television advertising material.</p> <p>The charges for one ad (30 secs) should include all costs for</p> <ul style="list-style-type: none"> -Pre-production and production co-ordination for indoor/ outdoor shooting (including site visits) -Charges for equipment and shooting accessories and direct expenses like transport -2D and 3D graphics and animations -Voice-overs and sound mastering -Final delivery format as per broadcasting standards -Conversion of TV ad to suitable format for Internet broadcast <p>Artist charges and airtime for TV will be paid separately by MTML. The selection of artists will be done by the agency in consultation with MTML, based on approved scripts.</p> <p>The total cost of one TV advert to be quoted here</p>	
3.	<p>Production of 30 seconds radio commercials for public and private radios, including cost of conceptualization, script preparation, voice-over artists, recording and editing, to the satisfaction of MTML. The</p>	

	<p>agency will also be responsible for liaisoning with media partners for timely broadcast.</p> <p>The total cost of production of one Radio advert to be Quoted here. Airtime Charges for radio broadcast shall be paid by MTML separately.</p>	
	<p>Total cost for production of “1 print ad for 8 items as above, 1 TV ad and 2 radio ads ” per month.</p> <p>(This is only for evaluation purpose. The actual payment would be made depending on the ads ordered for execution and accepted by MTML)</p> <p><i>(Agency must consider the possibility that MTML may have direct negotiations with media companies, in which case Agency will not benefit from any sharing of commission)</i></p>	
<p>Part C</p>	<p>If MTML decides to allow agency to do the media negotiations and bookings, how much commission (in percentage of the standard rates), if any, the agency will pass on to MTML for -</p> <ol style="list-style-type: none"> 1. Print Media 2. MBC Radio & TV 3. Social Media 4. Private Radios 5. Billboards <p>For the purpose of evaluation only, the annual advertising budget for the above heads will be taken as Rs. 3 Million for Print, Rs. 5 Million for MBC TV & Radio, Rs. 3 Million for Private Radios, Rs. 2 Million for Billboards & Outdoor publicity and Rs. 2 Million for Social media and total commission passed on by the agency based on the Bid percentage above should be calculated and mentioned here.</p>	
	<p>(Total of Part A + Part B (Rs/ month)) * 12 – Total Commission passed on as in Part C in one year</p> <p>The evaluation will be done based on this amount.</p>	

The Sealed bid document in one outer envelope including Technical Bid in one inner envelope and Financial bid in another inner envelope should be duly authenticated & sent in a Wax-Sealed/Tape-Sealed Cover clearly superscribed as “Tender for Marketing of MTML Services”, and addressed to **CFO, Mahanagar Telephone (Mauritius) Ltd, ‘MTML Square’, 63 Cybercity, Ebene, so as to reach not later than 1400 Hrs on 2nd June 2021.**

The bidders should bear all the expenses in preparing the bid documents and MTML will not be liable for any expenses in this regard.

It is to be clearly noted that sending bid document will not confer any right to the agency to be eligible for awarding the contract. The decision of MTML in selecting the agency would be final.

MTML reserves the right to cancel further course of action at any stage without assigning any reason.

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