

Request for Proposal (RFP)

Selection of Media Agency For Social Media Management

**Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation,
Government of India**

Date of Issue: 07/06/2016

Issued by: **Ministry of Rural Development**

Glossary

1.	DD	Demand Draft
2.	BC	Bankers Cheque
3.	EMD	Earnest Money Deposit
4.	GoI	Government of India
5.	INR	Indian National Rupees
6.	LoI	Letter of Intent
7.	PBG	Performance Bank Guarantee
8.	PoA	Power of Attorney
9.	RFP	Request for Proposal
10.	RoC	Registrar of Companies
11.	SOW	Scope of Work

Terms and Legends used in this document

Symbol / Terms	Meaning
<< >>	Text to be filled in by the bidder in response to this document
Ministry	Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation, Govt. of India, the “owner” of the project under which this RFP document is being issued
Bidder	Any firm or Company offering the solution, service(s) and /or materials as required in the RFP.

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1. Introduction

About this Request for Proposal

This document constitutes the Request for Proposal (RFP) for selection of an Agency for Social Media Management for M/o RD, M/o PR, and M/o DWS, This RFP has been prepared to invite bidders already empanelled by DIETY, to submit their bids for Management of Social Media.

This RFP document contains the entire information that constitutes the requirement as proposed by M/o RD, M/o PR, and M/o DWS, in order for qualified bidders to submit their bids. All queries must be submitted and all clarifications will be addressed to all bidders simultaneously.

2 Schedule of Bid Process

S.No.	Particular	Details
1.	Date of Publishing the RFP document	07/06/2016
2.	Last date for Submission of Pre-Bid Queries	10/06/2016
3.	Pre-Bid Conference	13/06/2016
4.	Last date for submission of Bid documents	14/06/2016
5.	Date and time for opening of Technical bids	14/06/2016 3PM
6.	Date and time for Presentations	Will be conveyed later
7.	Date and time for opening of Commercial bids	Will be decided after presentations & convey accordingly

3 Request for Proposal – Selection of Media Agency

3.1 Fact Sheet

Clause Reference	Topic
	RFP document can be downloaded from www.rural.nic.in
Section 3.6.5.3	<p>Earnest Money Deposit (EMD) of amount INR 1 (ONE) Lakh by Account Payee Demand Draft or Banker's Cheque in favour of "PAO, Ministry of Rural Development" payable at " New Delhi" from any of the nationalized Banks</p> <p>EMD should remain valid for 60 days after the Bid Validity period (i.e. Bid Validity period + 60 days).</p>
Section 3.6.3.1	<p>A pre-Bid meeting may be called at the Ministry's office in Krishi Bhavan on the date and time as mentioned in Section 2.</p> <p>All the queries should be received on or before the last date of Submission of Queries as mentioned in Section 1 through email.</p> <p>Pre-Bid queries to be sent to the following email ID : kapoor.singh@nic.in</p>
Section 3.8.3	The Bids should be submitted in the English language
Section 3.8.9	The Bid Validity Period – Bids must remain valid for 180 days after the last date of Proposal Submission as mentioned in section 1
Section 3.7	<p>Bid Submission</p> <p>Bids should be submitted in the Tender box assigned at the following Address :</p> <p>Under Secretary– (IEC), Ministry of Rural Development, IEC Section, Basement, Krishi Bhavan, New Delhi – 110001</p>
Section 2	Bids must be submitted not later than the last date of Bid Submission as mentioned in Section 2.
Section 3.5	The detailed Scope of Work is mentioned in this Section
Clause Reference	Topic

Section 3.3.1	Agreement Period / Tenure of the project Any agreement that may result from this procurement will be issues for a term of 2 (two) years.
Section 3.12	Validity of Performance Bank Guarantee (PBG) Performance Bank Guarantee must remain valid for 60 days after completion of Agreement Period

3.2 Request for Proposal- Invitation to bid

The Ministry of RD, on behalf of M/o RD, M/o PR, and M/o DWS, is in the process to engage a Media agency to utilize all Social Media platforms for creating awareness about the schemes and programs of the Ministry as well as bringing a change in mindset and behaviour on issues relating to Rural Development, Water, Sanitation and Panchayati Raj.

The Scope of Work is detailed under Section 3.5 of this Request for Proposal (RFP) Document.

This RFP document for the project ‘Selection of Media Agencies for Social Media Management’ for M/o RD, M/o PR, and M/o DWS, comprises of the following.

- i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly Covers:
 - a. General instructions of the bidding process
 - b. Payment schedule
 - c. Commercial bid and other formats
- ii. Functional Requirements of the project. The contents of the document broadly cover the following areas:
 - A. About the project and its objectives
 - b. Scope of work for the Agency

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder’s suitability to become the agency of the Ministry.
- iii. Terms and Conditions
 - A. General Terms and Conditions
 - b. Performance Assessment or Service levels for the Agency

The bidders are expected to examine all instructions, forms, terms & conditions, project requirements and other information in the RFP document. Failure to furnish all information and documents

required as mentioned in the RFP document or submission of Bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal.

3.3 Background Information

3.3.1 Basic Information

- a) **M/o RD** invites responses (“Tenders”) to this Request for Proposals (“RFP”) from empanelled Media Agencies (“Bidders”) for the provision of Services as described in Section 3.5 of this RFP, “Scope of Work”.
- b) Any agreement that may result from this procurement for services will be issued for a term of 2 (TWO) years.
- c) **M/o RD** reserves the right to extend the Term for a period or periods of up to 1 (one) year with a maximum of 2, such extension or extensions shall be on the same terms and conditions.
- d) Bids must be received not later than time, date and venue mentioned in the Fact Sheet. Bids that are received late WILL NOT be considered in this procurement process.

Project Background

3.3.2 Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation

VISION

Quantitative and qualitative progress of Rural India and its population as equal partners in integrated & inclusive development.

MISSION

Sustainable and inclusive growth of Rural India through a multi-pronged strategy for eradication of poverty by increasing livelihood opportunities, providing social safety net, developing infrastructure, focus on water and sanitation for growth and improvement of quality of life in Rural India.

ABOUT THE MINISTRIES

Mahatma Gandhi National Rural Employment Guarantee Act (Mahatma Gandhi NREGA)

Implemented by the Ministry of Rural Development, Mahatma Gandhi National Rural Employment Guarantee Act (Mahatma Gandhi NREGA) is the flagship programme of the Government that directly touches lives of the poor and promotes inclusive growth. The Act aims at enhancing

livelihood security of households in rural areas of the country by providing at least one hundred days of guaranteed wage employment in a financial year to every household whose adult members volunteer to do unskilled manual work, resulting in creation of productive assets of prescribed quality and durability. The Act proactively ensures social inclusion and Strengthen Panchayati Raj Institutions (PRIs).

The scheme focuses on skilling of the MGNREGA workers and 18 lakh youth/households to be skilled in phases. The Barefoot Technicians (BFT) has to emerge from the MGNREGA workers and 10000 BFTs have to come up in the first phase.

There has been Emphasis on women participation in MGNREGA. The Initiative to simplify and de-mystify MGNREGA through issuance of Annual Master Circular by superseding 1039 circulars/advisories issued earlier. 94% of wages have gone directly to the accounts of the MGNREGA workers in 2015-16 (so far). National Electronic Fund Management (NeFM) has been introduced.

Pradhan Mantri Gram Sadak Yojana (PMGSY)

Government of India, as part of poverty reduction strategy, launched the Pradhan Mantri Gram Sadak Yojana (PMGSY) on 25th December, 2000 as a Centrally Sponsored Scheme to assist the States, though “Rural Roads” is in the State List under the Constitution.

The primary objective of Pradhan Mantri Gram Sadak Yojana (PMGSY) is to provide connectivity by way of an All-Weather road (with necessary culverts and cross-drainage structures, which is operable throughout the year), to the eligible unconnected habitations as per Core-Network with a population of 500 persons (as per 2001 Census) and above in plain areas. In respect of ‘Special Category States’ (North-East, Himachal Pradesh, Jammu & Kashmir and Uttarakhand), the Desert areas, the Tribal (Schedule V) areas and Selected Tribal and Backward districts as identified by the Ministry of Home Affairs/Planning Commission, the objective is to connect eligible unconnected habitations as per Core-Network with a population of 250 persons and above (Census 2001). In the critical LWE affected blocks (as identified by MHA), additional relaxation has been given to connect habitations with population 100 persons and above. Under PMGSY, the unit of programme is a Habitation and not a revenue village or panchayat.

(DAY- NRLM)

The Government has launched National Rural Livelihoods Mission (NRLM), subsequently renamed as Aajeevika on 3rd June, 2011. It aims at mobilizing all rural poor household into Self Help Groups (SHGs) in a phased manner and provides them long term support to attain appreciable increase in incomes over a period of time to improve their quality of life and come out of abject poverty. NRLM also aims at supporting all women SHGs of the poor, including those promoted by other state agencies and Non-Governmental Organizations (NGOs). With a view to make Self Help Group movement more effective, NRLM was strengthened in May, 2013.

Rural poverty elimination through the institutions of poor women. To make each poor household in the rural areas come out of abject poverty, enjoy sustainable and viable livelihoods and lead a life of dignity. NRLM will reach out to all the rural poor in the country, organize them into women S.H.Gs and federations of S.H.G s, enable them to access financial resources, improve their livelihoods, and access their entitlements through continuous handholding and nurturing.

Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY)

Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY) is a Placement Linked Skill Development scheme for rural poor youth. DDU-GKY is a rural poverty alleviation initiative with an objective of addressing aspirations of rural youth and also creating a skilled and productive workforce for domestic and global jobs. The skilling courses are undertaken by Project Implementing Agency (PIA) in a PPP mode. It is mandatory for every PIA to give placement to 75% of the trained candidates. DDU-GKY projects are funded by Central and State Government in the ratio of 75:25 (in case of North-East states the ratio is 90:10).

DDU-GKY targets rural youth from poor families in the age group of 15 to 35 years. DDU-GKY provides Government support for skilling courses ranging from Rs.25,696 per candidate (for a three-month non-residential course) to Rs.1,22,362 per candidate (for a 12 month residential course). DDU-GKY adopts panchayat saturation approach in implementation of scheme. So, when a State Government designates a panchayat for a DDU-GKY skill project, wide publicity is given by PIA through leaflets/brochures and public announcements in villages. On receiving such information, a candidate can immediately access the nearest training center to enroll for aptitude testing for skill courses.

National Social Assistance Programme (NSAP)

NSAP is a social security/social welfare programme applicable to old aged, widows, disabled persons and bereaved families on death of primary bread winner, belonging to below poverty line household. NSAP at present comprises of five sub-schemes namely i.e. Indira Gandhi National Old Age Pension Scheme (IGNOAPS), Indira Gandhi National Widow Pension Scheme (IGNWPS), Indira Gandhi National Disability Pension Scheme (IGNDPS), National Family Benefit Scheme (NFBS) and Annapurna Scheme. The schemes of NSAP are implemented both in urban and rural areas.

The NSAP Schemes are mainly implemented by the Social Welfare Departments in the States. NSAP is implemented by Rural Development Department in the States of Andhra Pradesh, Assam, Goa, Meghalaya and West Bengal; by the Department of Women & Child Development in Orissa and Puducherry; by the Revenue Department in Karnataka and Tamil Nadu and by the Department of Labour Employment & Training in Jharkhand. The NSAP extends to both the rural as well as urban areas

“Pradhan Mantri Awaas Yojana – Gramin”

The rural housing scheme IAY has been restructured to Pradhan Mantri Awaas Yojana – Gramin, in line with the governments stated objective of “Housing for all” by 2022. The new scheme is universally inclusive, with significant enhanced in the housing assistance. The salient features of are as follows:

- a) Providing assistance for construction of 1.00 crore houses in rural areas over the period of 3 years from 2016-17 to 2018-19.
- b) Enhancement of unit assistance from Rs. 70,000 to Rs. 1.20 lakh in plains and from Rs 75,000 to Rs.1.30 lakh in hilly states, difficult areas and IAP districts.
- c) Using SECC-2011 data for identification of beneficiaries.
- d) Setting up of National Technical Support Agency at national level to provide technical support in achieving the target set under the project.
- e) Meeting the additional financial requirement of Rs 21,975 crore (Rs.60,000 crore from budgetary sources) by borrowing through National Bank for Agriculture and Rural Development (NABARD) to be amortised through budgetary allocations after 2022.

Ministry of Drinking water and Sanitation

The main object of the Ministry is to ensure all Rural Households have to excess to and use safe and sustainable Drinking Water and improved Sanitation facilities. The Ministry administers two flagship programmes i.e National Rural Drinking water Programme (NRDWP) and Swachh Bharat Mission(Grameen)

National Rural Drinking Water Programme (NRDWP)

The National Rural Drinking Water Programme (NRDWP) is a Centrally Sponsored Scheme aimed at providing adequate and safe drinking water to the rural population of the country. The NRDWP has been a component of Bharat Nirman which focuses on the creation of the infrastructure. This has resulted in the provision of significant additional resources to the sector and for creating an environment for the development of infrastructure and capacities for the successful operation of drinking water supply schemes in rural areas.

Swachh Bharat Mission (Grameen)

The GoI has launched Swachh Bharat Mission(Gramin) (SBM-G) on 2nd October , 2014 to accelerate efforts to achieve universal sanitation coverage, improve cleanliness and eliminate open defecation

in India by 2019. The program is considered India's biggest drive to improve sanitation and cleanliness in the country. The effectiveness of the Programme is predicated upon generating demand for toilets leading to their construction and sustained use by all the household members. This is to be bolstered with adequate implementation capacities in terms of trained personnel, financial incentives and systems and procedures for planning and monitoring. The emphasis is on stronger focus on behavior change intervention including interpersonal communication; strengthening implementation and delivery mechanisms down to the GP level; and giving States flexibility to design delivery mechanisms that take into account local cultures, practices, sensibilities and demands.

MINISTRY OF PANCHAYATI RAJ

The mandate of the Ministry of Panchayati Raj (MoPR), which was set up in May 2004, is to ensure the compliance of the provisions of Part IX of the Constitution, provisions regarding the District Planning Committees as per Article 243ZD, and PESA. The Ministry's vision is to attain decentralized and participatory local self-government through Panchayats, or Panchayati Raj Institutions (PRIs). The Ministry's mission is empowerment, enablement and accountability of PRIs to ensure inclusive development with social justice, and efficient delivery of services.

The Ministry works to fulfil its mandate in various ways. Essentially, it plays a strong advocacy role. MoPR fosters knowledge creation and sharing so that the issues to be addressed are clearly articulated; meaningful strategies formulated, and there is sharing within government as well as with non-government agencies and experts. It also provides technical assistance and facilitates cross-learning across States. In the light of recent changes in policy and to take advantage of the emerging opportunities, the Ministry has repositioned itself with basic changes in its mandate.

3.4 Project Objectives

Considering the importance of Rural Development in the country the broad objectives of the proposed project is summarized below:

- a) To reach the primary target group, leverage the reach of Social Media to disseminate information regarding programmes, acts, policies and rights of rural population to the citizens of India, directly.
- b) Selection of a Media Agency through competitive bidding among the empanelled agencies, for the establishment of Social Media Management team.

3.5 Detailed Scope of Work

The scope of work should broadly include the following:

Social Media Management

The selected Agency shall begin Social Media Management for Hon'ble Minister for RD, DWS & PR and all three Ministries from the day of Work Order signing for a period of 24 months including, but not limited to the following activities:

- I. The Agency shall create and subsequently maintain the official Facebook Page, Twitter Profile and YouTube Channel, Google plus, LinkedIn and Instagram etc. of the Hon'ble Minister, the Ministries of the corresponding schemes thereof; as desired by the Ministries.
- II. New Look: Give all Social Media Platforms a new look every week by putting up new creatives, cover images on various theme lines.
- III. Updates: Daily informative and promotional updates in the form of relevant text, photos, audio, video, interactive content, interviews, news, quiz etc.
- IV. Engage with users: Regularly organize online surveys etc. on all platforms as per the approved strategy.
- V. Publicity: Publicize all festivals, cultural events, workshop, seminar & foundation days etc. using all the platforms.
- VI. Query Management: All the queries received on the all platforms must be replied to and addressed within 24 hours and appropriate records must be maintained.
- VII. Gate Keeping: Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.
- VIII. Media Tracking: Use a good industry standard monitoring tool for analyzing comments / remarks about the minister and various programmes of the Ministries in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- IX. Tagging: Create relevant tagging, hash tags & linkages of content on the all platforms.
- X. Photo/Video Bank: A Photo/ video Bank with cataloguing needs to be developed consisting of at least 100 high quality and high resolution aesthetic photographs/ videos of relevant activities and events, per account.
- XI. Copyright: Content shared online must be copyright protected and unauthorized use of this must be monitored.
- XII. Reporting: The agency must submit weekly "Effectiveness Analysis" to the concerned authority on the effectiveness of the social media strategy. The agency must submit a detailed

analysis on the steps undertaken for overall promotion of Programme of the Ministries, on the Social Media Platforms and the results achieved. In addition to this a daily report has to be submitted to the concerned Ministry about work done till the end of the day.

XIII. Capacity building: Training and Capacity building of the officers of M/o RD, M/o PR, and M/o DWS, to manage social media sites.

XIV. Team: The agency must position two dedicated members mainly Content Developer at each Ministry i.e Ministry Rural development, Panchayati Raj and Drinking Water and Sanitation and one full time dedicated Project Manager & a designer at Minister's Office during the period of work. As such the agency must position a total of 8 (eight) dedicated members. The following qualification are prescribed :-

Project Manager

A degree in Mass Communication with 5 years of experience in Social/ Digital Media .

Content Developer

Graduate with diploma in Mass Communication with 2 years of experience in Social/ Digital Media .

Social/ Digital Media Designer

Graduate with one year experience in web designing /social media/digital media designing /

Online Amplification

I. Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on Digital and Mobile campaign. Media planning & providing professional inputs and support in buying of media for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of Work Order on themes / subjects to be decided in consultation with MRD's office & three Ministries. This would entail assistance and supervision of buying of the media slots to ensure best of rates and negotiations directly from the media owner.

II. Executing the digital campaigns on the basis of overall Social Media strategy and undertake activities like optimization of campaign, reporting etc.

III. Social Media Monitoring Program: Planning and executing a "Social Media Monitoring Program" on all the Social Media platforms. The program will undertake monitoring across 150-200 keywords primarily in the markets of India, US & UK and will also create and manage a Monitoring platform which will be both predictive and reactive in approach. The key Languages to be monitored will be Hindi and English.

IV. Key Influencer Program : Align relevant influencers with notable clout score, who are well known in the subject arena to promote the reach of our content to the audience & thus increasing reach & visibility.

Additionally the bidder needs to provide for the following:-

- I. The bidder should assign one officer as Single Point of Contact (SPOC).
- II. The bidder should arrange their own Laptops/Computers, internet, software etc. **M/o RD, M/o PR, and M/o DWS** would provide only space, furniture & electricity for operations of the social media team.
- III. Travel Expenses of the team members for the purpose of coverage of events, if any, would be paid by the Ministries on actual basis.

3.6 Instructions to the Bidders

3.6.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements, the bidders must conduct their own assessment to meet the requirement of the Ministry, while submitting the bids.
- b) All information submitted by the bidders may be treated as contractually binding on the bidders, on successful award of the assignment by **M/o RD, M/o PR, and M/o DWS** on the basis of this RFP.
- c) **M/o RD, M/o PR, and M/o DWS** reserves the right to modify and amend any of the stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.
- d) **M/o RD, M/o PR, and M/o DWS** may terminate the RFP process at any time and without assigning any reason. **M/o RD, M/o PR, and M/o DWS** makes no commitments, express or implied, that this process will result in a business transaction with any bidder.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by **M/o RD, M/o PR, and M/o DWS** may cancel this procurement at any time without assigning any reason prior to a formal written agreement being executed by the Ministry.
- f) This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications if any.
- g) This RFP does not constitute an offer by **M/o RD, M/o PR, and M/o DWS** . However, the bidder's participation in this process may result in **M/o RD, M/o PR, and M/o DWS** selecting the bidder to engage towards execution of the agreement.

3.6.2 Compliant Proposals/ Completeness of Response

- a) The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of the bid 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 RFP may render the bid noncompliant and the bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

3.6.3 Pre-Bid Meeting & Clarifications

3.6.3.1 Pre-bid Meeting

- a. **M/o RD, M/o PR, and M/o DWS** may hold a pre-bid meeting with the prospective bidders. Refer Fact Sheet for details.
- b. The bidders will have to ensure that their queries for Pre-Bid meeting should reach the designated officer on or before the date mentioned in the Fact Sheet. Pre-Bid queries can be sent online to the following address: kapoor.singh@nic.in and akash.laxman@nic.in
- c. **M/o RD, M/o PR, and M/o DWS** shall not be responsible for non-receipt of the bidders' queries. Any requests for clarifications received after the due date will not be entertained by the Ministry.

3.6.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. **M/o RD** will endeavour to provide timely response to all queries. However, it makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the bidders.
- b. At any time, **M/o RD, M/o PR, and M/o DWS** 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) & clarifications to the queries from all bidders will be sent by e-mail and also published on the website: www.rural.nic.in.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.

3.6.5 Key Requirements of the Bid

3.6.5.1 Consortiums

Consortium will not be allowed in this bidding process.

3.6.5.2 Sub-contracting

Sub-contracting / outsourcing shall not be allowed for the Scope of Work mentioned in this RFP.

3.6.5.3 Earnest Money Deposit (EMD)

- a. The bidders shall submit along with their Bids, EMD of Rs. 1 (ONE) Lakh.
- b. The EMD of all unsuccessful bidders would be refunded by Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation within 30 days after the award of the contract to the successful bidder.
- c. The EMD of successful bidder will be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure III
- d. The EMD amount is interest free and will be refundable to the unsuccessful bidders Without any accrued interest on it.
- e. The bid submitted without EMD will be summarily rejected.
- f. The EMD may be forfeited:
 - ☐ If a bidder withdraws its bid during the period of bid validity.
 - ☐ In case of a successful bidder, if the bidder fails to accept the terms and conditions mentioned in this RFP.

3.7 Submission of Bids

The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

All the pages in the bid should be numbered sequentially and an authorized representative of the firm should authenticate all pages of the proposal.

The Technical Proposal shall be placed in a sealed envelope clearly marked „Technical Proposal for “Selection of Media Agency For Social Media Management”. Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked „Financial Proposal for “Selection of Media Agency For Social Media Management”.

Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be super scribed „Proposal for Selection of Media Agency For Social Media Management “

The completed Technical and Financial Proposals must be delivered no later than (Time ---) on (last date of Submission of RFP). Any proposal received after the closing time for submission of proposals shall be returned unopened. Technical proposals would be opened on (date, time and address) in the presence of representatives of applicant firms.

. The Financial Proposals shall remain sealed and will be opened in respect of the firms, which qualify in the Technical evaluation. Financial Proposals would be opened in the presence of representatives of the firms which qualify in the technical evaluation. The date and time of opening of Financial Proposals would be communicated by the Ministry to these firms.

3.8 The Ministry of RD,PR & DWS may reject any proposals without assigning any reason

Note: The outer and inner envelopes mentioned above shall indicate the name and address of the bidding agency. Failure to mention the address on the outside of the envelope could cause a bid to be misdirected or to be received at the required destination after the deadline. All the outer and inner envelopes should be properly sealed.

3.8.1 Authentication of Bids

The Bid should be accompanied by Power-of-Attorney in the name of the signatory of the bidder. The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Ministry. The bidder shall provide proof of signature identification for the above purposes as required by the Ministry.

3.8.2 Preparation and Submission of Bid

Bid 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 the bid, in providing any additional information required by Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation, to facilitate the evaluation process, and in negotiating a definitive agreement or all such activities related to the bid process.

Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation, Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.8.3 Language

The bid should be filled by the bidder in English. If any supporting documents submitted are in any language other than the said language, translation of the same in English is to be duly attested by the bidders. For purposes of interpretation of the Bid, the said translation shall govern.

3.8.4 Venue & Deadline for Submission of Bids

Bids, in its complete form in all respects as specified in this RFP, must be submitted at the Ministry's address as mentioned in the Fact sheet. The bidders should submit their bids in hard copies and on pen drive at the address mentioned in the Fact Sheet. The bids submitted by telex/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. RFP for selection of Media Agency- Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation

3.8.5 Late Bids

- a. Bids received after the due date and time will not be accepted.
- b. Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation, will not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

3.8.6 Deviations

The bidder may not provide any deviation / non-compliance to the contents of this RFP document. Any deviation /non-compliance may lead to rejection.

3.8.7 Evaluation Process

- a. The bids will be evaluated by the Bid Evaluation Committee as per the criteria and requirements specified in this RFP and failure to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- b. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- c. The Bid Evaluation Committee may ask for meetings and presentations with the bidders to seek clarifications on their bids.
- d. The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviation.

3.8.8 Tender Opening

The submitted bids will be opened by the Bid Evaluation Committee in the presence of such of those bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidding firms to identify their bonafides for attending the opening of the bids.

3.8.9 Bid Validity

The bids submitted by the bidders should be valid for 180 days. Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation, holds the right to reject a bid that is valid for a period shorter than the specified period as non-responsive, without any correspondence.

Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation may extend the validity period without assigning any reason. The bidder shall provide extension of validity period which shall be unconditional and irrevocable. The EMDRFP for selection of Media Agency- Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation provided should

also be suitably extended by the bidder. In any case, the EMD of the bidders shall be returned after completion of the process.

3.8.10 Tender Evaluation

a. The Evaluation Committee will examine and evaluate the Bids. Following bids will be treated as non-responsive:

- ☐ Bids are not submitted in as specified in the RFP document
- ☐ Bidders found with concealing of facts
- ☐ Bids with incomplete information, conditional offers and partial offers submitted
- ☐ Bids submitted without the documents requested in the checklist
- ☐ Bids with non-compliance of any of the clauses stipulated in the RFP
- ☐ Bids with lesser validity period

b. All eligible bids will be considered for further evaluation of Commercial Bid by the Evaluation Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final.

Compliance Sheet for Technical Bid

3.9 Criteria for Evaluation

3.9.1 Technical Evaluation:

S. No.	Parameters	Maximum Score
1.	Approach & Methodology including but not limited to the following: <ul style="list-style-type: none"> 1) Relevant Experience 2) Proposed brand vision and digital marketing strategy presented for Ministry of RD,PR &DWS 3) Proposed Strategy (Cost effective & Viable) 4) Content Development Strategy 5) Comments on the Scope of Work 6) Innovative ideas and suggestions 	100
		30
		20
		20
		10
		10
		10

- i. Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders / Consortium of Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
- ii. For verification of information submitted by the Bidders / Consortium of Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders / Consortium of Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders / Consortium of Bidders shall also assist the Committee in getting relevant information from the Bidders / Consortium of Bidders' references, if desired.
- iii. For calculating the Technical Score (TS) the individual scores, as per respective weightages specified above, will be summed up.

3.10 Evaluation of Financial Proposal

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Firm's representatives who choose to attend. The name of the Firm, their technical score (if required) and their financial proposal shall be read out aloud. The MoRD will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount (Inclusive of taxes), or between word and figures, the former will prevail.

3.10.1 Commercial Bid Evaluation & Evaluation Method

- a. The combined bids will be evaluated in accordance with the Combined Quality cum Cost Based System (CQCCBS). In case of CQCCBS, the lowest Financial Price (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows:- $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.
- b. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores, giving 70% weightage to the Technical Score and 30% weightage to the Financial Score.
- c. The bid price will exclude all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d. Any conditional bid would be rejected.
- e. Errors & Rectification: Arithmetical errors will be rectified on the following basis, If there is a discrepancy between words and figures, the amount in words will prevail".

3.11 Appointment of Agency

3.11.1 Award Criteria

Ministry of Rural Development will award the work order to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

3.11.2 Right to Accept Any Bid and To Reject Any or All Bids

Ministry of Rural Development reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of work order without assigning any reasons and without, thereby, incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Ministry's action.

3.11.3 Notification of Award

Prior to the expiration of the validity period, Ministry of Rural Development will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process has not been completed within the stipulated period, the Ministry may like to request the bidders to extend the validity period of the bid including EMD. The notification of award after

acceptance of Terms & Conditions mentioned in the RFP by the successful bidder will constitute the formation of an agreement. Upon the successful bidder's furnishing of Performance Bank Guarantee, Ministry of Rural Development will return EMD of the successful bidder.

3.12 Performance Bank Guarantee (PBG)

Ministry of Rural Development will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership. The Performance Bank Guarantee should be valid as mentioned in the Factsheet. The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit the PBG within the time stipulated, Ministry of Rural Development at its discretion may cancel the Work order placed on the selected bidder without giving any notice.

Ministry of Rural Development shall invoke the PBG in case the selected Bidder fails to discharge their contractual obligations during the agreement period or the Ministry incurs any loss due to Vendor's Negligence in carrying out the project implementation as per the agreed terms & conditions.

3.13 Signing of Agreement

After the Ministry of Rural Development notifies the successful bidder that its bid has been accepted, the successful bidder has to accept all the Terms & Conditions mentioned in Annexure .

3.14 Failure to Agree with the 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 such event, Ministry of Rural Development may award the work to the next best value bidder or call for new bids from interested bidders. In such a case, the Ministry shall invoke the Performance Bank Guarantee of the successful bidder.

3.15 Performance Assessment or Service Levels for the agency

The purpose of this Performance assessment or Service Level is to clearly define the levels of service which shall be provided by the selected bidder to the Ministry for the duration of the Agreement against the stated scope of work. Ministries of Rural Development, Panchayati Raj, and Drinking water and Sanitation shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of services rendered.

Ministry of Rural Development shall evaluate the performance of the selected bidder based on the quality of the services rendered as well as feedback received by the officials concerned at the Ministry. The decision of the Ministry shall be binding in this regard. If during execution of the assigned work, following problems are found, then a penalty of 1% of the project value per week (subject to maximum of 20%) may be imposed by Ministry of Rural Development.

1. Work not commenced within 15 days of the award of Work order or agreement.
2. Delays in deliverables
3. Not assigning adequate resources on time
4. Not engaging resources on a dedicated basis, even when required
5. Assigning resources that do not meet Ministry of Rural Development, Panchayati Raj, and Drinking water and Sanitation requirements
6. The work is either not complete or not completed satisfactorily as per the approved Time schedule or the quality of deliverable if the delay is beyond 10 weeks then Ministry of Rural Development may rescind the agreement and shall be free to get it done from other Agencies. Ministry of Rural Development may debar/blacklist the defaulting agency from applying in the future.

3.16 Payment Schedules

The Bidder will be paid on the quarterly basis for its services at the completion of each quarter on production of invoice/bill. The invoice/bill should be based on rates finalized for the award of agreement to the successful agency. All payments will be subject to TDS as per Govt. of India instructions.

Annexure I: Required Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting commercial Evaluation and other Criteria.

Form 1: Particulars of the Bidder

Form 2: Compliance Sheet

Form 3: Cover Letter

Form 4: Project Citation

Form 1: Particulars of the Bidder

Sl. No.	Information sought	Details to be furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited/firm, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of Income Tax Returns	
G	PAN Number	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 2: Compliance Sheet

	Basic requirement	Required	Provided	Reference & Page Number
1.	Power of Attorney	Power of Attorney in the name of the Authorized signatory	Yes / No	
2.	Particulars of the Bidder	Form 1	Yes / No	
3.	Earnest Money Deposit	EMD - Original submitted to the Ministry	Yes / No	
4.	Related Work Turnover of Rs. 5 Crores	Extracts from the published/audited Balance sheet and Profit & Loss OR	Yes / No	

		Certificate from the statutory Auditor		
5.	Net Worth	Certificate from the statutory Auditor	Yes / No	
6.	Past Experience	Self-attested Copy of Completion Certificates from the client; OR Work Order + Self Certificate of Completion; OR Work Order + Phase Completion Certificate from the client	Yes / No	
7.	Legal Entity	Self-attested Copy of - Certificate of incorporation - Income Tax returns for last 3 years - PAN Number	Yes / No	
8.	Certificate number of years of experience working in the Social Media space	Undertaking from the bidder	Yes / No	
9.	Blacklisting	Undertaking on Letter Head	Yes / No	

Form 3:

To

Under Secretary(IEC)
Ministry of Rural Development,
Basement, IEC Section,
Krishi Bhavan,
New Delhi – 110001

Subject: Submission of the bid for selection of Social Media Management

Dear Sir/Madam,

We, the undersigned, offer to provide the services to M/o RD, M/o PR, and M/o DWS on <Name of the engagement> with your Request for Proposal dated <insert date> and our Bid. We are hereby submitting our Bid Proposal, which includes the Technical bid and the Commercial Bid. We also enclose Demand Draft / Banker's Cheque of Rs. <amount in numbers> (<amount in words>) as per RFP. The details of Demand Draft /Banker's Cheque are given below:

DD No. : < >

Bank Name : < >

Date of Issue: < >

Drawn on : < >

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Bid Proposal is accepted, to initiate the Implementation of services related to the assignment not later than the date indicated by the Ministry. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <> days. We understand you are not bound to accept any Bid Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

RFP for selection of Media Agency- MoRD, MoPR, MoDWS:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form 4: Project Citation Format

Relevant project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Defined Service levels as per contract	
Technologies used	
Outcomes of the project	
Start date and End date & year	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Purchase / Work Order	

Annexure II: Commercial Bid Template

Form 5: Commercial Bid

To:

Under Secretary(IEC)
Ministry of Rural Development,
Basement, IEC Section,
Krishi Bhavan,
New Delhi – 110001

Subject: Submission of the Commercial bid for <Provide Name of the bidder >

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Bid (Commercial bid proposals). Our Commercial bid is for the sum of<<Amount in words and figures>> for the total tenure of the Project as required by this RFP. This amount is inclusive of all charges such as packing, freight and forwarding, transit insurance, local transportation charges etc. All applicable taxes are also separately mentioned in the financial proposal.

Sl.No.	Item	Price (per annum in INR)	Applicable Taxes (per annum in INR)
a)	Social Media management tools(Hardware and Software) (A)		
b)	Human Resources (B)		
Total Price (=A+B):			
Total Price in figures:			

a) The quoted prices shall be inclusive of all charges such as packing, freight and forwarding, transit insurance, local transportation charges etc. for providing the above.

b) Bidder's submitted quote shall be valid throughout the agreement period.

1. PRICE AND VALIDITY

- ☐ All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid up to the bid validity period.
- ☐ We hereby confirm that our prices exclude all applicable taxes. However, all the taxes are quoted separately under relevant sections.
- ☐ We understand that the actual payment would be made as per the existing applicable taxes during the time of payment.
- ☐ We understand that on award of work order, the quoted prices will be valid for the entire agreement period.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents shall not be given effect to.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section No 3.5.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure III of this RFP document. Our Commercial Bid

Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations.

We understand you are not bound to accept any Bid you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Date

Annexure III: Template for Performance Bank Guarantee

Form 6: Performance Bank Guarantee

PERFORMANCE SECURITY:

Under Secretary(IEC)
Ministry of Rural Development
Basement, IEC Section,
Krishi Bhavan,
New Delhi – 110001

Whereas, <<name of the supplier and address>>(hereinafter called “the bidder”) has undertaken, in pursuance of Work Order no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to the M/o RD, M/o PR, and M/o DWS (hereinafter called “the beneficiary”).

And whereas it has been stipulated by bidder in the said Agreement that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the work order.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<Insert Value>(Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of Rs.<Insert Value>(Rupees<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs.<Insert Value>(Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Annexure IV: Terms and Conditions

The following will be the Terms and Conditions applicable during the Agreement period of 2 years. For interpretation of any clause in the RFP the interpretation of the M/o RD, M/o PR, and M/o DWS shall be final and binding on the bidders.

I. CONFLICT OF INTEREST

- A. The employer requires that agency should provide professional, objective and impartial advice and at all times hold the M/o RD, M/o PR, and M/o DWS interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interest and act without any consideration for future work
- B. Without limitation on the generality of the foregoing, agencies, and any of their affiliates , shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- ☐ **Conflicting Activities:** An agency or any of its affiliates, selected to provide services for this project shall be disqualified from subsequent downstream supply of goods or services resulting from or directly related to this project.
 - ☐ **Conflicting Assignment/Job :** An agency (including its affiliates) shall not be hired for any assignment/job that, by **nature, may be in conflict with another assignment / job of the agency to be executed for** the same or for another employer.
 - ☐ **Conflicting Relationship:** An agency that has a business or family relationship with a member of M/o RD, M/o PR, and M/o DWS staff who is directly or indirectly involved in any part of the project shall not be awarded the Work order, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the M/o RD, M/o PR, and M/o DWS throughout the selection process and the execution of the agreement.
- C. Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the formats of technical bid proposal provided in RFP. If the agency fails to disclose said situations and if M/o RD, M/o PR, and M/o DWS comes to know about any such situation at anytime, it may lead to the disqualification of the agency during bidding process or the termination of its Work order during execution of the assignment.
- D. Bidder shall not have a conflict of interest that may affect the Selection Process or the delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In

the event of disqualification, M/o RD, M/o PR, and M/o DWS shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry for, inter alia, the time, cost and effort of the Ministry including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Ministry here under or otherwise.

II. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any information received by them, under the Agreement, and the strictest of confidence shall be maintained in respect of such information. The bidder shall also to agree:

- a. To maintain and use the information only for the purposes as per the Agreement and only as permitted by Ministry of RD .
- b. To make copies as specifically authorized by the prior written consent of Ministry of RD and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. To restrict access and disclosure of Information to their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- d. To treat all information as Confidential Information

III. FRAUD & 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, M/o RD, M/o PR, and M/o DWS shall reject a Bid 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, M/o RD, M/o PR, and M/o DWS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, 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 Ministry under Clause above and the rights and remedies which the Ministry may have under the Work Order or the Agreement, if a Bidder 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 Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by M/o RD during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Ministry 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 M/o RD, M/o PR, and M/o DWS who is or has been associated in any manner, directly or indirectly with the Selection Process or the Work Order 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 Ministry, 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 Work Order 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 Work Order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Ministry 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 M/o RD, M/o PR, and M/o DWS 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.

IV. APPLICABLE LAW

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Agreement shall be interpreted in accordance with the laws of the Union of India.

V. INTELLECTUAL PROPERTY RIGHTS

No services covered under the Agreement shall be sold or disposed by the Agencies in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agencies shall indemnify the M/o RD, M/o PR, and M/o DWS from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agencies, M/o RD, M/o PR, and M/o DWS shall be defended in the defence of any proceedings which may be brought in that connection. The copyright of all content created under this contract shall be owned by M/o RD, M/o PR, and M/o DWS and the agencies will not utilize this anywhere else and/or for any other work organization without the explicit written permission of M/o RD, M/o PR, and M/o DWS

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VI. GOVERNING LANGUAGE

The Agreement shall be written in English Language. English version of the agreement shall govern its interpretation. All correspondences and other documents pertaining to the agreement, which are exchanged between the parties, shall be written in the English Language.

VII. SUB CONTRACTS

Sub-contracting is not allowed for the Scope of Work mentioned in Section 3.5 of RFP.

VIII. EXIT MANAGEMENT

PURPOSE

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement / Work order, the Project Implementation and Performance Assessment.
- b. In the case of termination of the Project Implementation, the Parties shall agree at that time whether, and if so during what period, the provisions of this Clause shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

TRANSFER OF ASSETS

- I. **Ministry of RD** shall be entitled to serve notice in writing to the Agency at any time during the exit management period as detailed herein above requiring the Agency to provide the **M/o RD** with a complete and up to date list of the Assets within 30 days of such notice. **M/o RD** shall then be entitled to serve notice in writing to the agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the agency to transfer **M/o RD** as determined as of the date of such notice in accordance with the provisions of relevant laws.
- II. In case of Agreement being terminated by **M/o RD** reserves the right to ask the agency to continue running the project operations for a period of 6 months after termination orders are issued.
- III. Upon service of a notice under this Article the following provisions shall apply:
- a. in the event, if the Assets to be transferred any institutions by the agency, the agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to **M/o RD**.
 - b. All risk in and title to the Assets to be transferred / to be purchased **M/o RD** pursuant to this Article shall be transferred to **M/o RD**, on the last day of the exit management period.
 - c. **M/o RD** shall pay to the agency on the last day of the exit management period as per terms and conditions.
 - d. Payment to the outgoing agency shall be made to the tune of last set of completed services / deliverables, subject to performance requirements.
 - e. The outgoing agency will pass on to **M/o RD** and/or to the Replacement agency, the subsisting rights in any licensed products on terms not less favourable to **M/o RD**, Replacement Agency, than that enjoyed by the outgoing agency.

IX. PAYMENT

In the event of a Force Majeure, which restricts the agencies from performing their services, the Agency shall be entitled to payments under the terms of this contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the service after the end of such period.

X. LIQUIDATED DAMAGES

If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent, non-supportive attitude of the Agency and **M/o RD** decides to abort the agreement because of such failure, then a sum up to 50%

of the value of the agreement shall be recovered as liquidated damages from the Agency. Besides, all the payments already done for such service shall also be recovered.

XI. TERMINATION

Under this Agreement, **M/o RD** may, by written notice terminate the Agencies in the following ways.

a. Termination by Default for failing to perform obligations under the agreement or if the quality is not up to the specification or in the event of non-adherence to time schedule.

b. Termination for Convenience in whole or in part thereof, at any time

c. Termination for Insolvency if the Agency becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the Agency. No consequential damages shall be payable to the Agencies in the event of such termination.

XII. FORCE MAJEURE

Notwithstanding anything contained in the RFP, the Agencies shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this clause "Force Majeure" means an event beyond the control of the Agencies and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of **M/o RD** regarding Force Majeure shall be final and binding on the Agencies.

If a Force Majeure situation arises, the Agencies shall promptly notify to **M/o RD** in writing, of such conditions and the cause thereof. Unless otherwise directed by **M/o RD** in writing, the Agencies shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

XIII. RESOLUTION OF DISPUTES

In the case dispute arising between **M/o RD** and the Agency, which has not been settled amicably, such dispute shall be referred to a panel of arbitrators, to be appointed jointly by both the parties. The arbitrators with the consent of parties may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration

and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by RFP for selection of Media Agency- **M/o RD** and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

XIV. TAXES AND DUTIES

The Agencies shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on amount payable by **M/o RD**, under the agreement. The Agencies, and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

XV. LEGAL JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the High Court situated in the Region, i.e. Delhi, NCR only.

XVI. OTHER CONDITIONS

- i If **M/o RD**, **M/o PR**, and **M/o DWS** obtains information on the misconduct of any of the agency's employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, **M/o RD**, will initiate disciplinary action.
- ii. The agency accepts that its individual conduct shall (to the extent applicable to its business) at all times comply with all laws, rules and regulations of government and ___other bodies having jurisdiction over the area in which the Services are undertaken.
- iii. **M/o RD**, will not be responsible for any acts of omission and commission by any personnel deputed by the agency on the duty.
- iv. Any other condition mentioned in the RFP will also be applicable.
- v. Instructions issued / will be issued by Dept. of Electronics & IT (DEiTY) on the subject will also be applicable during the period of contract.

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