

**MINISTRY OF TOURISM
GOVERNMENT OF INDIA**

REQUEST FOR PROPOSAL (RFP)

For

**Selection of Agency for
Social Media Management**

File No: 11.IT(3)/2015

Date: 28th November 2015

(Due on 22nd December 2015)

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1. Introduction

The Ministry of Tourism, Government of India is the nodal agency for the formulation of national policies and programmes and for the co-ordination of activities of various Central Government Agencies, State Governments/UTs and the Private Sector for the development and promotion of tourism in the country. The Ministry of Tourism through its twenty field offices in India and fourteen offices overseas undertakes publicity and promotion of India through an integrated marketing and promotional strategy and a synergized campaign in association with the Travel Trade, State Governments and Indian Missions. The specific elements of promotional efforts undertaken overseas include advertising in print, electronic, outdoor and online media, etc.

Promotion of India is also undertaken by the Ministry through its flagship channel **www.incredibleindia.org** . Traffic to the website is generated through advertising campaigns and other promotional measures. A State of the Art Incredible India website compatible to all digital platforms and latest features is being launched shortly. At present the Incredible India website is available in Arabic, Chinese, English, French, German, Hindi, Japanese, Korean, Russian and Spanish languages.

In order to build a strong audience community and to aggressively promote and market India both in the domestic and overseas markets, the Ministry of Tourism proposes to enhance its presence in all leading social media platforms.

2. Objectives

The objectives of the Ministry of Tourism under social media activities include:

- To reach out to the ever growing population of netizens worldwide to create awareness about India.
- Drive traffic to the Incredible India Portal and eventually increase tourist traffic to India.
- To create a strong audience community
- To increase visibility of India in the global tourism markets.
- To create a simple and user-friendly system for exchanging ideas and feedback.

Towards achieving the above objectives, the Ministry of Tourism intends to commission a professional agency for Social Media Management for a period of three years, subject to yearly review and with the provision that services of the agency may be dispensed with at any time, giving three month notice, in the event of nonperformance, under performance or any other reason which would be specified.

3. Eligibility Criteria

Sr. No.	Criteria	Documentary Evidence to be produced
i.	The Firm / Agency / Consortium of reputed companies / firms should be a registered entity and must have been in operation for a minimum period of 5 years as on 01 st April 2015 with at least 2 years experience in providing service in Social Media Management.	i) Certificate of Incorporation / Registration ii) Pan Card iii) Service Tax Registration iv) Certificate of CA for a minimum 5 years of in operation with at least 2 years experience in providing service in Social Media Management as on 01 st April 2015 (lead member, in case of Consortium).
ii.	<p>The Firm / Agency (lead member in case of Consortium) should have a minimum cumulative turnover of Rs. 10 Crore during the last three financial years (i.e. 2012-13, 2013-14, & 2014-15).</p> <p>However, for marking purpose turnover of all agencies in the case of a Consortium would be considered in a cumulative manner and all members are required to submit CA certificate for turnover in the last three financial years.</p>	Certificate of CA to be submitted.
iii.	In the last 2 Years (i.e. 2013-14 & 2014-15) , the Firm / Agency (or any member of the consortium) must have completed / or have in progress a minimum of 2 projects of Social Media Management for Government / Public Sector Undertaking, out of which one should be for a State Tourism Department / National Tourism Authority of any country.	A copy of the work order / Client Completion Certificate for each of the projects undertaken to be submitted.

iv.	In the last 2 Years (i.e 2013-14 & 2014-15), the Firm / Agency (or any member of the consortium) must have completed / have in progress a minimum of 2 projects of Social Media Management for the Private sector.	A copy of the work order / Client Completion Certificate for each of the projects undertaken to be submitted.
v.	The Firm / Agency (all members / agencies in case of Consortium) shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Government department/ agencies / ministries or PSU's and should not have been black listed at the time of submission of bid.	Self-certification on company's letter head signed by an authorized representative as per format at Annexure - I.
vi.	The Firm / Agency (cumulatively in case of Consortium) must have a minimum of 10 experienced professionals in the area of Social Media Management.	A Self certificate on the agency's letter head signed by an authorized representative of the agency to be submitted.
vii.	The Firm / Agency (lead member in case of Consortium) should have a full-fledged establishment within India and an office with a dedicated team in Delhi / NCR. In case, the agency, presently has no office in Delhi / NCR, it must provide a dedicated team based in Delhi to service the account of the Ministry of Tourism within 30 days from the date of award of contract.	An undertaking to this effect and clearly indicating details of the team members who will work on the Ministry of Tourism's account, should be submitted on the agency's letter head, duly stamped and signed by the authorized representative of the agency.
viii	Firms / Agencies bidding as a Consortium must have entered into a Memorandum of Understanding (MoU) signed by all firms / agencies / members of the Consortium and indicating the nomination of one agency / member as the lead member who would assume overall responsibility for the entire project.	Copy of Memorandum of Understanding (MoU) to be submitted.

3. Period of Contract:

The period of contract will be for an initial period of one (1) year, extendable for a further two (2) years (i.e total 3 years) **subject to a yearly review.**

4. Scope of Work

I. Social Media Management

- i. **Creation & Maintenance of Social Media Platforms for Ministry of Tourism:** The Agency shall create and subsequently maintain Social Media Platform for MOT including but not limited to, Facebook Page, Twitter Profile, YouTube Channel, Google plus, LinkedIn and Instagram.
- ii. **New Look:** Give all Social Media Platforms a new look every week by putting up new creative features, theme lines, links etc.
- iii. **Updates:** Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.
- iv. **Press Releases:** Publishing online press releases (of the Ministry of Tourism) on sites in and outside India.
- v. **Multimedia Releases:** Issuing multimedia releases within and outside India.
- vi. **Engage with users:** Regularly organize online surveys, quizzes, contests on all platforms in consultation with the Ministry of Tourism.
- vii. **Publicity:** Publicize all festivals and cultural events as suggested by the Ministry of Tourism, using these social media platforms.
- viii. **Query Management:** All queries received on all platforms which need not require inputs from Ministry of Tourism must be replied to within 24 hours and all queries which require a consultation with the Ministry of Tourism should be answered within two working days.
- ix. **Gate Keeping:** Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.

- x. **Media Tracking:** Use a good industry standard monitoring tool for analyzing comments / remarks about India in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- xi. **Tagging:** Create relevant tagging & linkages of content on all platforms.
- xii. **Photo Bank:** A still Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high resolution aesthetic photographs (Corbis or Getty Images quality) **per year** on various themes / aspects of tourism in India.
- xiii. **Procuring** photographs and videos as may be required, for one time usage.
- xiv. **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- xv. **Reporting:** The agency must submit weekly, “Effectiveness Analysis and MIS Reports” to Ministry of Tourism on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of India on the Social Media Platforms and the results achieved.
- xvi. **Presentations:** Prepare promotional presentations with multi-media content for the Ministry, as and when required.
- xvii. **Team:** The agency must position three dedicated members mainly Project Manager, Content Developer and Designer either at the Ministry of Tourism or at its own office in Delhi during the period of contract.

II. Amplification:

- i. Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Social Media Marketing activity across both Paid Media and Non-Paid Media avenues. 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 contract on themes / subjects to be decided in consultation with the

Ministry of Tourism. This would entail assistance and supervision of buying of the media slots by the Ministry of Tourism to ensure best rates and negotiations directly from the media owner.

- ii. Executing the digital campaigns based on the Social Media strategy and plan and undertaking activities like optimization of campaign, reporting etc.
- iii. For the above Social Media campaigns the creative units (banners etc.) will be provided by the Ministry of Tourism through its creative agency (production/resizing/adaptation etc. will be out of the scope of this tender). It is the responsibility of selected Social Media Management agency to work in close coordination with the Creative Agency of the Ministry of Tourism.

III. Key Influencer Programme

- i) Planning and Executing a “Key Influencer Program” on Social Media platforms.
- ii) The Influencer program will aim at engaging Top 100 influencers in the tourism industry.
- iii) The Influencer program will focus on blogs & forums and other social channels.
- iv) The Influencer program will need to generate content for social channels and blogs, web listings, directory submissions etc and spread awareness about India and the Social Media campaign.

IV. Social Media Monitoring Programme

- i) Planning and Executing a “Social Media Monitoring Program” on Social Media platforms.
- ii) The Social Media Monitoring Program will undertake monitoring across 150-200 keywords primarily in the markets primarily source markets for India.
- iii) Social Media Monitoring Program will create and manage a Monitoring platform which will be both predictive and reactive in approach.

V. The key Languages to be monitored will be Hindi and English.

VI. Other related and miscellaneous work include providing monthly strategic inputs for creative campaign of the Ministry of Tourism.

VII. Providing feedback on best practices in marketing and promotion in countries across the world on Social Media.

VIII. Assistance to be provided by the Ministry of Tourism would be as under:

- i. Provide the necessary information on events / festivals of importance to the Ministry of Tourism, from time to time.
- ii. The IT Division of the Ministry of Tourism will provide relevant (basic information/pictures/approvals) content as available from time to time.
- iii. Provide all the necessary information such as logo of Ministry / event / press releases issued for traditional media and updates etc.
- iv. Assist in obtaining any other permissions / information as required.
- v. All Intellectual Property displayed on these platforms shall belong to the Ministry of Tourism exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with Ministry of Tourism.

NOTE:

- i. The selected Agency shall actively engage in Content Creation & Management during the period of contract and all such content created will be the property of the Ministry of Tourism.
- ii. The Agency must also be advised that the operation of the Social Platforms shall fall under the purview of the Right to Information Act, 2005. Thus, it must understand the laws provided there under and must answer such queries only after consultation with the Ministry of Tourism.
- iii. The Social Media Platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc., failure of any one of which shall be considered an incomplete execution of the Work Order.

5. Guidelines for Preparation of Proposals.

The Bidder must comply with the following instructions during preparation of Proposals:

- i. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP Document. Failure to furnish all the necessary information as required by the RFP Document or submission of a proposal not substantially responsive to all the requirements of the RFP Document shall be at Bidder's own risk and may be liable for rejection.
- ii. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- iii. The Proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the Work Order. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- vi. In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the Proposal to be returned in case it is declared late pursuant, and for matching purposes.
- v. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

7. Submission of Proposal

Request for Proposal (RFP) should be submitted in two separate packets put into one large packet, which should consist of technical and financial proposals. The two inner packets (packet -1 and packet -2) should be clearly superscribed as:

- a) **Packet – 1 – Technical Proposal** for “Selection of Agency for Social Media Management”.

b) **Packet – 2 – Financial Proposal** for “Selection of Agency for Social Media Management”.

Each of the above two packets should also mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the company. Both packets should be properly sealed and put in to a large packet, superscribed “**Technical and Financial Proposal for Selection of Agency for Social Media Management**” and should be addressed to the Deputy Director General (IT), Ministry of Tourism, Government of India, Transport Bhawan, 1, Parliament Street, New Delhi. The large outer packet should be sealed and should bear the name, address and contact details of the company. The last date for submission is **22nd December 2015 (1700 hrs.)**.

a. **The Technical Proposal (Packet -1) must include the following:-**

- A copy of certificate of Incorporation / Registration, copy of Pan Card and Service Tax Registration Certificate of the Firm / Agency (all members / agencies in case of a Consortium).
- CA Certificate for a minimum 5 years of in operation (lead member, in case of Consortium) as on 01st April 2015 with at least 2 years experience in providing service in Social Media Management.
- CA Certificate in support of cumulative annual turnover of the Firm / Agency (Lead member in case of Consortium) of **Rs. 10 Cr.** during last 3 years (i.e 2012-13, 2013-14, & 2014-15). However, for marking purpose turnover of all agencies in the case of a Consortium would be considered in a cumulative manner and all members are required to submit CA certificate for turnover in the last three financial years.
- Details and Work order (s) / Client Completion Certificate for relevant experience in online Social Media Management for Government / PSU in the last two years – 2013-14 & 2014-15 (By any Firm / Agency / Member in case of Consortium).
- Details and Work order (s) for relevant experience in online Social Media Management for Private Sector in the last two years – 2013-14 & 2014-15 (By any Firm / Agency / Member in case of Consortium).

- Details and Work order (s) for relevant experience in online Social Media Management for State Tourism Department / National Tourism Authority of other countries. (By any Firm / Agency / Member in case of Consortium).
- Details / supporting documents for international / national awards related to Social Media Management won by the agency, if any. (By any Firm / Agency / Member in case of Consortium).
- A self-certification on Company's letter duly signed by an authorized representative certifying that the agency is not under declaration of ineligibility for corrupt or fraudulent practices with any Govt. department / agencies / ministries or PSUs' and the agency has not been black listed at the time of submission of bid (as per format at Annexure 1). All members / agencies, in case of Consortium are also required to submit the same.
- A self-certificate on the Firm / Agency's letter head for the agency having minimum 10 experienced professionals in the area of Social Media Management. (cumulatively in case of Consortium)
- Approach & Methodology including but not limited to the following :
 - Proposed brand vision and social media strategy for Ministry of Tourism.
 - Content Development Strategy
 - Innovative ideas and suggestions
 - Comments on the Scope of Work
- **Team Composition:** Details of the Team identified to work on the project for Ministry of Tourism
 - Name of the Team Member
 - Designation
 - Work being handled
 - Qualifications
 - Number of years of relevant experience
 - Experience in the Agency
- **Earnest Money Deposit (EMD)** in the form of Demand Draft from a scheduled Bank for Rs. 1,00,000/-.

- Firms / Agencies bidding as a Consortium must submit a Memorandum of Understanding (MoU) signed by all firms / agencies / members of the Consortium and indicating the nomination of one agency / member as the lead member who would assume overall responsibility for the entire project.

The Technical Proposal, with all required supporting documents must be bound and properly indexed.

b. The Financial Proposal (Packet-2) must include the following:

- (i) All item wise costs associated with the Assignment should be included in the Financial Proposal as per format given below. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

Sl No.	Item	<u>Unit Cost</u> in INR (where applicable) including all other taxes, but excluding Service Tax	<u>Total Cost per year</u> in INR (as per expected requirement) including all other taxes, but excluding Service Tax	<u>Total Cost for three years</u> in INR (as per expected requirement) including all other taxes, but excluding Service Tax
1.	Cost of setting up accounts in social media platforms (per platform) Expected Requirement : 7 Platforms*	Cost per platform		
2.	Cost of monitoring social media platforms (per platform per month) Expected Requirement : 7	Cost per platform		

	Platforms*			
3.	Adding content and responding to the social media platform Expected Requirement : 100 updates per month*	Cost per update per platform		
4.	Cost of creating and cataloguing a still Photo Bank with 100 high quality, high res images per year	Cost per photograph		
5.	Cost of procuring third party photographs (one time use basis) Expected Requirement : 20 photos per month*	Cost per photograph		
6.	Cost of procuring third party Videos(one time use basis) – 1 minute duration. Expected Requirement : 4 videos per month*	Cost per video		
7.	Editing and uploading videos supplied by Ministry of Tourism or Third party			
8.	Editing and uploading photos supplied by Ministry of Tourism or Third party			
9.	Cost of publishing online press releases in 50 sites within India	Cost per press release per site		
10.	Cost of publishing online press releases in 50 sites outside India	Cost per press release per site		
11.	Cost of issuing multimedia release with 10000 guaranteed views within India	Cost per release per site		
12.	Cost of issuing multimedia release with 10000 guaranteed views outside India	Cost per release per site		
13.	Cost of making power point presentation with multimedia	Cost per presentation		

	content (minimum 50 slides)* Expected Requirement: 10 Presentation per year.			
14.	Cost for planning and executing Key Influencer Programme			
15.	Any other Costs (to be specified)			
	Grand Total			

***This is an estimation of the volume of work. Actual volume of work may vary during implementation.**

- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, **excluding service tax**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

8. Pre-bid Meeting

All prospective Bidders, requiring clarification on the RFP shall notify the Ministry of Tourism at e-mail rangarajan@nic.in by 07th December 2015 (1700 hrs.). A Pre-bid Meeting would be held on **08th December 2015 at 1700 hrs.** in the Conference Room of the Ministry of Tourism, 1st Floor, Transport Bhawan, 1, Parliament Street, New Delhi – 110001 to clarify queries, if any, regarding the RFP. All queries would be addressed only during the Pre-bid meeting. Interested agencies may attend the pre-bid meeting on the said date. A record of discussion held during the pre-bid meeting along with the corrigendum, if any, would be posted on the website of the Ministry of Tourism by 11th December 2015 (1700 hrs.).

9. Evaluation of Proposals

i) Technical Evaluation:

Technical proposals will be opened in the presence of representatives of agencies submitting proposals at **1100 hrs. on 24th December 2015** for verification of documents submitted and fulfillment of eligibility criteria. The agencies whose technical proposals

are complete in all respects and who fulfill all eligibility criteria would be shortlisted to make a presentation before a Committee for evaluation of their technical proposal. Date for the presentation would be intimated by e-mail to all eligible agencies. On the basis of presentation made by the eligible agencies, a constituted committee will evaluate the technical proposals of the eligible agencies against a total of 70 Marks as per following details:

Sr. No.	Parameters	Maximum Score
01.	No. of years of Experience in work relating to Social Media Management. (1mark for minimum 2 years as on 01 st April 2015 and one mark each for additional years of experience for a maximum of 5 marks)	5
02.	Cumulative annual turnover for the last three financial year (2013-14, 2014-15 & 2015-16). (Minimum Rs. 10 Cr. – 1 Mark Above Rs. 10 Cr. to Rs. 20 Cr. – 2 Marks Above Rs. 20 Cr. to Rs. 30 Cr. – 3 Marks Above Rs. 30 Cr. to Rs. 40 Cr. – 4 Marks Above Rs. 40 Cr. – 5 Marks)	5
03.	Online Social Media Management undertaken for Government / PSUs / Private Sector in the last 5 years, other than tourism related. (2 marks for each project with a maximum of 10 Marks)	10
04.	Online Social Media Management / Amplification undertaken for State Tourism Department / National Tourism Authority of other country. (5 Marks for each project with a maximum of 10 Marks)	10
05.	National / International Awards won (1 mark for each National / International Award for a maximum of 5 Marks)	05
06.	Credentials of Team Members	10
07.	Approach & Methodology including but not limited to the following : - Proposed brand vision and social media strategy for	25

	Ministry of Tourism. - Content Development Strategy - Innovative ideas and suggestions - Comments on the Scope of Work	
	Total	70

Agencies scoring 70% marks or more in the Technical Evaluation (i.e. 49 out of 70), will be shortlisted for opening of financial bids.

ii) **Financial Evaluation:** Financial Bids of the shortlisted agencies will be opened in the presence of authorized representatives of the Agencies on a date /time to be specified by the Ministry of Tourism. Financial evaluation, based on the total cost quoted by the Agency for three years, will carry a weightage of **30 Marks**.

For Financial Evaluation, the total cost for all three years (including all taxes, but excluding Service Tax) will be considered. The cost for three years will cover all costs / expenses of the agency as detailed in the Scope of Work.

NOTE:It maybe noted that the total cost for three years submitted in the financial quote is based on an expected requirement. This may vary, based on the requirement of the Ministry and the amount payable to the agency will be for actual work undertaken, based on unit costs indicated in the Financial Proposal.

iii) **Selection of Agency for Social Media Management will be based on the aggregate of the Technical and Financial Evaluation.**

10. Time Line for the Project / Deliverables

The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts at time T (Issuance of Work Order)

Sr. No.	Deliverables	Timelines
01.	Preparation & Submission of detailed plan of action.	T + 15 days.
02.	Content Creation &	Continuous Work

	Deployment	
03.	Updation, maintenance, New Content Creation, etc.	Continuous Work

Monthly progress Reports (MPRs) to be submitted every month indicating the activities completed / ongoing / remaining as against the scheduled tasks / activities.

11. Contract / Work Order

On selection of the agency and acceptance of financial quote submitted by the selected agency, a Letter of Intent (LOI) would be issued to the agency. On receipt of LOI, the agency would submit a letter of acceptance. A performance guarantee Para 12 below will be submitted within **7 working days** of receiving LOI. Thereafter, a detailed work orders incorporating all deliverables as per the concept / strategy of the agency presented and accepted by Ministry will be issued from time to time.

12. Submission of Performance Guarantee:

The selected agency has to submit Performance Guarantee in the form of Bank Guarantee from a scheduled bank for 10% of the total contract value. The said guarantee should be valid 60 days after the date of completion of the entire Project. In case of any deficiency and unsatisfactory performance by the consultant, the Performance Guarantee would be invoked and the payment due to the agency would be withheld. No interest will be paid by the Ministry of Tourism on the Performance Guarantee.

13. Terms of Payment:

- i. No advance payment will be considered by the Ministry of Tourism.
- ii. Payment to the selected agency would be made on quarterly basis for those activities completed.
- iii. On completion of activity, the agency would submit an invoice in triplicate with supporting documents, if any, to the Ministry for payment. After completion of the due procedures, in the Ministry, payment will be made by electronic transfer of funds to the bank account of the agency concerned in India Rupees.

- iv. Taxes as applicable will be paid on actuals.
- v. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

14. Force Majeure:

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

15. Penalty:

The Performance Guarantee submitted by the agency shall be liable to be forfeited in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Ministry of Tourism, Government of India as per the details given below:

- a) In case, it is noticed that the agency has been unable to deliver any work enumerated in the work order in part as enumerated under each item of work, penalty @15% would be imposed equivalent to the cost of that unit of work.

- b) In case it is noticed that the agency has been unable to deliver one or two items of work as a whole, penalty @10% would be imposed equivalent to the cost of those items of work.
- c) In case the agency has been unable to deliver three or more items as a whole, as enumerated in the scope of work, the performance bank guarantee submitted by the agency shall be forfeited in full.
- d) If the delivery of any item(s) is delayed from the delivery scheduled approved by the Ministry of Tourism, a penalty @1% of the total cost of that item, per week would be imposed.
- e) The Ministry of Tourism reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending invoices submitted for the work already performed by the agency.

16. Termination:

Ministry of Tourism may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

- (i) If the Agency becomes insolvent or goes into compulsory liquidation.
- (ii) If the Agency, in the judgment of Ministry of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (iii) If the Agency submits to Ministry of Tourism a false statement which has a material effect on the rights, obligations or interests of Ministry of Tourism.
- (iv) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Ministry of Tourism.
- (v) If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.

In case of such an occurrence Ministry of Tourism shall give a written advance notice before terminating the Contract of the Agency.

17. Arbitration:

In event of any dispute or difference between **the Ministry** and **the Agency**, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Tourism on the recommendation of the Secretary, Department of Legal Affairs ('Law Secretary'), Government of India. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on **the Ministry** and **the Agency**. The cost of the arbitration shall be shared equally by **the Ministry** and **the Agency** to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Ministry and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

18. Jurisdiction:

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and are in force for the time being are applicable to this contract tender.

19. Additional Information to the Bidders:-

- i) In case of Consortium, **maximum of three Firms / Agencies / Members are permitted.**
- ii) Period of validity of the Tender is 120 days from the closing date of the proposals.
- v. The Ministry of Tourism reserves the right to reject or accept any or all the bids in part or full without assigning any reason whatsoever.

- vi. The bids should be clear in all respects. Conditional, erroneous and incomplete bids will be rejected outright.
- vii. The Ministry of Tourism reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
- viii. The Ministry of Tourism reserves the right to place an order for the full or part quantities under any items of work under scope of work.
- vii) Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- viii) The Ministry of Tourism reserves its right not to accept bids from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
- ix) Any amendments / corrigendum to the RFP document would be uploaded on the official website of the Ministry of Tourism, www.tourism.gov.in and the tender website of Government of India www.eprocure.com.
- x) Proprietorship / copyright of Images, videos and any other contents used in the Social Media Sites of the Ministry of Tourism, would rest solely with the Ministry of Tourism, Government of India at all times / perpetuity.
- xi) The agency would indemnify the Ministry of Tourism against any claim of copyright violation / plagiarism, etc.

Interested agencies may submit bids as per the requirements stipulated in this document latest by **1700 hrs on 22nd December 2015**. The bid should be addressed to the Deputy Director General (IT), Ministry of Tourism, 123 Transport Bhawan, 1, Parliament Street, New Delhi-110001 and to be submitted at the CR section of the Ministry of Tourism located at the Ground floor (near the exit gate), Transport Bhavan, New Delhi.

Deputy Director General (IT)

Annexure - I**Declaration of ineligibility for corrupt or fraudulent practices**

(To be provided on 'Company letter head')

The Dy. Director General (IT),
Ministry of Tourism
Transport Bhawan,
1, Parliament Street,
New Delhi

Subject :- Declaration of ineligibility for corrupt or fraudulent practices.

Madam / Sir,

This has reference to the Ministry of Tourism's RFP No.....datedfor
Appointment of Agency for Social Media Management.

In this context, I/We, as an authorized representative(s) of company, declare that presently our Company/ firm has an unblemished record and is not declared ineligible for corrupt & fraudulent practices, is not blacklisted either indefinitely or for a particular period of time, nor has had work withdrawn, by any State/ Central Government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date: