

Incredible India

Request for Proposal (RFP)

Appointment of Agency for Content Creation & Translation

Tender No.: 5.IT(1)/2018 Date : 07 /03/2018

(Due on 27th March 2018 – 1500 hrs.)

**IT DIVISION
Ministry of Tourism
Government of India
Transport Bhawan
1, Parliament Street
New Delhi – 110 001**

1. Introduction

Request for Proposals are invited for engaging services of a professional agency or consortium of agencies having tourism domain experience, expertise in IT and social Media for content creation, translation of the same in foreign and Indian languages and managing and moderating User Generated Content (UGC) received through social media feeds and campaigns.

2. Objective

The Ministry of Tourism, Government of India hereafter referred to as MoT with the mandate to promote India as a popular tourist destination, is expanding its digital presence through its website and mobile app. The website and Mobile App aim to showcase brand India in the global markets. MoT is currently developing a new Incredible India website and Mobile App with the objective of providing visitors a world class experience, with relevant personalized and contextual digital experience escalating tourism awareness, attraction and opportunities.

The new website has been divided into destinations, attractions, things to do, art and craft, culture and events, and Food and cuisine. Also, website has multiple experiences described where different destinations have been tagged under the various experiences. There are in total 273 destinations currently.

User Generated Content will be curated through Adobe Livefyre and through research by agency for the website. The agency could be provided the access to Livefyre if and when required for their work.

This project aims at providing high quality textual content in English, Hindi and subsequently in Arabic, Chinese, French, German, Japanese, Korean, Russian and Spanish, etc. and a few Indian regional languages so as to provide an immersive and engaging experience to the visitors to the website.

3. Scope of Work

- 3.1** The selected agency is required to undertake the following work in close coordination with the Website Development Agency and Social Media Agency under the overall instructions and supervision of the MoT. The work of the agency includes,
- i) Creation and addition of new textual content on a regular basis, so as to refresh the content on the website.

- ii) Editing and updating existing textual content on the new Incredible India website.
- iii) Commissioning high quality articles on tourism related themes with visuals and editing articles. (Visual content will be provided by MoT)
- iv) Preparation of content for monthly digital newsletters with appropriate visuals.
- v) Identifying list of bloggers/ Instagramers/ contributors under various categories e.g. food bloggers, travel writers etc.
- vi) Identifying, moderating and managing **User Generated Content*** (UGC) e.g. articles, photographs and videos obtained through social media/contests for use on the Incredible India website.
- vii) Creating content for campaigns including suggesting recognition system and curating / managing content received through **UGC on Demand**** for use on the Incredible India website.
- viii) Coordinating with MoT to get UGC approved before uploading on the Incredible India website.
- ix) Translation of Content in English to Arabic, Chinese, French, German, Italian, Japanese, Korean, Portuguese, Russian and Spanish languages, as and when required.
- x) Translation of content in English to Indian languages such as Hindi, Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia (Oriya), Punjabi, Tamil and Telugu as and when required.
- xi) Attending regular meetings and discussions at MoT regarding the content strategy and content review of the Incredible India website.
- xii) Coordination with relevant stakeholders e.g. website development agency and social media agency for content creation, content moderation, campaigns and other content related activities.

***UGC** (User Generated Content) can be defined as content populated on the website from various sources like Twitter, Instagram, blogs, etc.

****UGC on demand** refers to user generated content (textual and visual) received on demand from various identified national/ international bloggers, travel writers, instagramers, etc.

4. Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary evidence to be submitted
i.	The Firm / Agency / Lead Member in case of Consortium should be a registered entity and must have been in operation for a minimum period of 3 years as on 01 st April 2017 with at least 2 years' experience in providing service of content creation.	i) Certificate of Incorporation / Registration ii) Pan Card iii) Copy of GST Registration iv) Certificate of CA for a minimum 3 years of in operation with at least 2 years' experience in providing service in Content Creation as on 01 st April 2017.
ii.	The Firm / Agency / Lead bidder in case of consortium should have an average annual turnover of at least INR 3 Crore or more in the last three (3) financial years (FY 2014-15, 2015-16, 2016-17) from Content creation/ editing/ translation services.	A CA certificate giving turnover from Content creation / editing / translation services for each of the last three years to be submitted.
iii.	In the last 3 years (FYs 2014-15, 2015-16 & 2016-17), Firm / Agency (lead agency in case of consortium) must have completed/ or have in progress, for Central Government or Central PSU or State Government or hotel / travel / airlines industry in Content Writing: <ul style="list-style-type: none"> a. 3 projects each of atleast INR 7.5 Lacs, or b. 2 projects each of atleast INR 10 Lacs, or c. 1 project of atleast INR 20 Lacs 	Client Work Order/ Client completion certificate clearly content writing as part of the scope of work assigned to the agency and must include total cost of the project. In case of ongoing project, the work order should not have been issued after 31 March 2017.
iv.	In the last 3 years (FYs 2014-15, 2015-16 & 2016-17), Firm / Agency (any member of consortium) must have completed translating content in English to a minimum of 2 foreign languages which include, Arabic, Chinese, French, German, Italian, Japanese,	Client Work Order/ Client completion certificate clearly mentioning translation in any of the five said languages as part of scope of work assigned to the agency. In case of ongoing project, the

	Korean, Portuguese, Russian, Spanish and to Hindi or a minimum of 1 regional language which include Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil, Telugu languages for Central Government or Central PSU or State Government or hotel / travel / airlines industry.	work order should not have been issued after 31 March 2017.
vi.	The Firm / Agency (cumulatively in the case of consortium) shall have at its disposal a talent pool of highly competent editorial staff, writers, with extensive experience in writing on various aspects and themes related to destinations, culture, heritage, cuisine, and other tourism products and niche tourism segments of India, experts in IT, social media and translation services, etc.	A list of such staff along with their qualifications, relevant work experience, their base location and their terms of engagement with the agency (permanent staff / retainer / contractual) may be enclosed.
vii.	Firm / Agency (any member of consortium) must have completed / or have in progress a minimum of 2 projects in Social Media Services for Central Government or Central PSU or State Government or hotel / travel industry in the last 3 years (2014-15, 2015-16 & 2016-17). Mark would be awarded in the technical evaluation.	Client Work Order/ Client certificate clearly mentioning social media services as part of the scope of work along with total cost of the project. In case of ongoing project, the work order should have been issued in the last financial year (2016-17).

5. Period of Contract:

The period of contract will be for an initial period of three (3) years, extendable for a further two (2) years (i.e. total 5 years) **subject to a yearly review**. The cost for further two years beyond three years of services shall be paid with an increment of 5% on per item cost quoted under financial bid.

6. Guidelines for Preparation of Proposals

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

- i) 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.
- ii) An authorized representative of the firm should authenticate all pages of the Technical and Financial Proposals.
- iii) The bid should be spiral bound. The index of the bids should clearly reflect the list of documents requested in the technical bid. All pages in the bid should be numbered.
- iv) The Technical Proposal and the Financial Proposal should be submitted in sealed envelopes as per the guidelines enumerated at Para-7 of this document.
- v) The Proposal should be submitted **on or before 1500 hrs. on 27th March 2018.**
- vi) No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

7. Submission of Proposal

Proposal 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 super scribed as:

Packet – 1 – Technical Proposal for “Selection of Agency for Content Creation and Translation services’

Packet – 2 – Financial Proposal for “Selection of Agency for Content Creation and Translation services”.

Each of the above two packets should also mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the Firm / Agency / Lead agency in the case of consortium. Both packets should be properly sealed and put in to a large packet, superscribed “**Technical and Financial Proposal for Selection of Agency for Content Creation and Translation services’** 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 **27th March 2018 (1500 hrs)**.

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

- Letter of Technical Proposal Submission (as per the format at **Annexure -II**)
- Documents to fulfill the prescribed Eligibility Criteria as per section 4
- Documents to fulfill the prescribed technical evaluation criteria as per section 9 (i)

- Approach & Methodology including but not limited to the following :
 - Content Development Strategy
 - Innovative ideas and suggestions

- 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 documents submitted by the bidders for Eligibility Criteria and Technical Evaluation Criteria shall be kept confidential by MoT till the process of selection is completed.

Earnest Money Deposit (EMD) in the form of Bank Guarantee as per format given in Annexure VI or Demand Draft from a scheduled Bank for Rs. 26,00,000/- (Twenty six lacs only) drawn in favour of the Pay & Accounts Officer, Ministry of Tourism, Government of India, New Delhi. **If the Technical Proposal - Packet 1 is not accompanied by EMD/ Bid Security, the proposal of the bidding agency shall be rejected out rightly.** No interest shall be payable by the MoT on the sum deposited as EMD/ Bid Security. The EMD/ Bid Security of unsuccessful bidders would be returned back within one month of issue of the work order / contract to the successful bidder. EMD/ Bid Security will be returned to the successful agency on issue of work order and receipt of performance bank guarantee as per the format given in Annexure IV. The EMD should be valid for 45 days beyond the final bid validity period. The MSEs are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption.

- The EMD may be forfeited if bidder:
 - Withdraws his participation from the Proposal during the period of validity of the Proposal;
 - Fails to extend the validity if required and as requested or
 - Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

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

- i) Letter of Financial Proposal Submission (as per the format at **Annexure -III**)

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.

- ii) **Format for Financial Bid submission is provided in Annexure V.**

- iii) **Details given in the Financial Bid format is an estimation of volume of work. However, actual volume of work may vary during the period of implementation and payment shall be made on actual work done by the selected agency.**

- iv) For avoidance of doubt, it is clarified that all taxes, **excluding GST**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost quoted in the Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable Laws.

- v) In the financial bid evaluation, in respect of translation cost, average cost (exclusive of GST) of all foreign and regional languages as indicated at Sr. No. III (a) & (b) of the Financial Bid format Annexure V would be taken into account for evaluation purpose only. However, payment to the selected agency would be done as per costs quoted by the agency in the financial bid in respect of each language.

- vi) In case of any additional cost involved in any work, the same should be included within the relevant item of work detailed in Annexure V.

8. Pre-bid Meeting

All prospective Bidders, requiring clarification on the RFP shall notify MoT at e-mail rangarajan@nic.in by **12th March 2018 (1200 hrs.)** as per format given in Annexure VII. A Pre-bid Meeting would be held on **13th March 2018 at 1100 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. The response to pre-bid queries submitted along with the corrigendum, if any, would be posted on the websites www.eprocure.gov.in & www.tourism.gov.in on or before **15th March 2018 (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 **28th March 2018**. 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 bidders. On the basis of documents submitted with the technical proposal and presentation made by the eligible bidders, a constituted committee will evaluate the technical proposals of the eligible bidders against a total of 70 Marks as per following details:

Sr. No.	Parameters	Maximum Score
01.	Project for Content Writing undertaken for Central Government / Central PSUs / State Government / Hotel / Travel Industries during 2014-15, 2015-16 & 2016-17. (5 Marks for a minimum 2 Projects and one mark each for additional projects with a maximum of 10 Marks)	10
02.	Translation of English content to a minimum of any two foreign languages - Arabic, Chinese, French, German, Italian, Japanese, Korean, Portuguese, Russian, Spanish and to Hindi or a minimum of any 1 regional language - Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil, Telugu undertaken for	10

	<p>Central Government or Central PSU or State Government or hotel / travel / airlines industries in the last three years -2014-15, 2015-16 & 2016-17.</p> <p>(5 Marks for minimum requirement of 3 languages. One mark for each additional language with a maximum of 10 Marks)</p>	
03.	<p>Project for social media services undertaken for Central Government or Central PSU or State Government or hotel / travel / airlines industries in the last three years - 2014-15, 2015-16 & 2016-17.</p> <p>(1 mark for minimum 2 Projects and one mark each for every additional projects with a maximum of 5 Marks)</p>	05
04.	<p>Quality of writing content on themes having at least 800 words.</p> <p>(Themes / subject for writing content in English would be provided to the eligible agencies two days prior to the technical presentation. Agencies would submit the content created at the time of technical presentation)</p>	10
05.	<p>Quality of Translation of content created in Hindi, French, German and any one regional language - Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Odia, Punjabi, Tamil, Telugu.</p> <p>(Content created in English on the theme / subject given to eligible agencies will be translated in the above said four languages. The translated versions to be presented at the time of Technical presentation)</p>	10
06.	<p>Credentials of Team Members (Relevant documents for educational qualification and experience of proposed team members to be included)</p>	05
07.	<p>Approach & Methodology including but not limited to the following :</p> <ul style="list-style-type: none"> - Content Development Strategy - Innovative ideas and suggestions 	20
	Total Technical Score	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 qualified bidders on a date /time to be specified by MoT. Financial evaluation will be done for a total **30 Marks**.

For Financial Evaluation, Average cost quoted (including all taxes, but exclusive of GST) for translation in Foreign and regional languages, total cost quoted (including all taxes, but exclusive of GST) for content creation, moderation and any other costs for a period of 3 years (as shown in IV row in Annexure V) will be taken into account. The cost for three years will cover all costs / expenses of the agency for work as detailed in the Scope of Work.

Final Score = Technical Score out of 70 + 0.30* Normalized Commercial Score

Normalized Commercial Score of a Bidder = {Lowest Commercial Quote of Bidder / Commercial Quote of Bidder under consideration} X 30 (adjusted to 2 decimals)

NOTE: It may be noted that the total cost for three years submitted in the financial quote is based on estimated requirement. The payment shall be made on pro-rata basis on actual requirement. In case of difference in total cost quoted by bidder for three years and total cost calculated for three years from unit rate and multiplication factor, the minimum of two shall be taken into account for payments. The unit rate for making payments shall be considered as per the considered total cost.

iii) **Selection of Agency for Content Creation and translation services will be based on the aggregate of the Technical and Financial Evaluation. The agency which scores highest aggregate mark will be awarded the contract.**

10. Time Line for the Project / Deliverables

The timelines for submission of various deliverables have been defined under **Service Level Agreements (SLAs)** in **Section 15** of this document. The selected agency would strictly adhere to the timelines as mentioned in the sub-section 15.4. In some cases if required, MoT may provide different timeline to the Agency (other than that mentioned in the SLAs) for each tranche of work assigned, based on mutual agreement with the selected agency.

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 **15 working days** of receiving LOI. Thereafter, a detailed work order will be issued to the agency.

12. Submission of Performance Guarantee:

The selected agency has to submit Performance Guarantee (PBG) in the form of Bank Guarantee as per format in Annexure IV from a scheduled bank for 10% of the total contract value having validity of 60 days beyond the date of completion of the three year contract. In case of any deficiency and unsatisfactory performance by the agency, the Performance Guarantee would be invoked and the payment due to the agency would be withheld. No interest will be paid by MoT on the Performance Guarantee. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

13. Terms of Payment:

- i. No advance payment will be made by MoT.
- ii. Payment to the selected agency would be made for activities completed and on production of pre-receipted invoice (s).
- iii. Every month, the agency would submit an invoice in triplicate with supporting documents, if any, to MoT for payment. After completion of the due procedures, in MoT, payment will be made by electronic transfer of funds to the bank account of the agency concerned in India Rupees.
- iv. GST 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. Service Level Agreements

- 15.1 The purpose is to define the levels of service provided by the Bidder to the Purchaser for the duration of the contract .The benefits of this are:
- a. Start a process that applies to Purchaser and Bidder management attention to some aspect of performance, only when that aspect drops below the threshold defined by the purchaser
 - b. Help the purchaser control the levels and performance of Bidder's services
- 15.2 This section is agreed to by Purchaser and Bidder as the key performance indicator for this project. This may be reviewed and revised with the approval of the oversight committee during the implementation of the project.
- 15.3 The Service Level parameters defined in Clause 15.4 shall be monitored on a periodic basis, as per the individual parameter requirements. In case of severe performance degradation of the services during the contract period, the Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of Purchaser within a reasonable period of time then the Purchaser will have the right to take appropriate penalizing actions, including action as per clause 18 or termination of the contract.
- 15.4 The project evaluation committee will be set up by MoT to review and evaluate the quality of deliverables submitted by the agency.

15.4 Measurements and Targets

Measurement	Definition	Target	Penalty
<i>Content Creation</i>			
1. Content Creation and Copywriting (in English Language)	The Bidder is expected to complete Textual Content writing for every 3000 words	Within 3 working days from assigning the work by MoT	Delay of 1 working day beyond specified target = Deduction of 1% of the associated deliverable payment + 0.5% of the associated deliverable payment for every additional day of delay
<i>Content Management</i>			
2. Content Editing (All languages which are part of website)	Content Editing – for each 3000 words	Within 3 working days from assigning the work by MoT	Delay of 1 working day beyond specified target = Deduction of 1% of the associated deliverable payment +

Measurement	Definition	Target	Penalty
			0.5% of the associated deliverable payment for every additional day of delay
<i>Contest or Campaign Management</i>			
3. Design campaigns/ contests	Identify strategy for the campaign and develop plan of execution for the campaigns	Within 5 working days from assigning the work by MoT	Delay of 1 working day beyond specified target = Deduction of 1% of the associated deliverable payment + 0.5% of the associated deliverable payment for every additional day of delay

Measurement	Definition	Target	Penalty
4. Moderate campaign(s)/ contest(s)	Moderation of the identified campaign(s)/ contest(s)	As per MoT's timelines of the campaign(s)/ contest(s)	Delay of 1 working day beyond specified target = Deduction of 0.4% of the associated deliverable payment + 0.2% of the associated deliverable payment for every additional day of delay
<i>Translation Services</i>			
5. Translation to foreign and regional languages	Translation of 5,000 words to any specified international or regional language stated in the RFP	Within 5 working days of receiving English content from MoT and translation for additional 5,000 words to be completed within additional 2 working days	Delay of 1 working day beyond specified target = Deduction of 1% of the associated deliverable payment + 0.5% of the associated deliverable payment for every additional day of delay

Measurement	Definition	Target	Penalty
<i>Quality of Services</i>			
<p>6. The tone of the document/ article should be same throughout the document</p>	<p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> • Inconsistent tone within sentences/ paragraphs/articles • Tone not consistent with tourism domain • Incorrect translation which can make the content mis-directing / offensive, disputed, etc. • Inappropriate translation based on cultural differences 	<p>Not more than 3 instances of deviations in a deliverable</p>	<p>More than 3 instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> • 4 – 5 instances in a deliverable: Deduction of 1% of the associated deliverable payment • 6 – 8 instances in a deliverable: Deduction of 2% of the associated deliverable payment • 9 – 12 instances in a deliverable: Deduction of 3% of the associated deliverable payment • >12 instances in a deliverable: Deduction of 5% of the associated deliverable payment

Measurement	Definition	Target	Penalty
<p>7. Document/ article should be Grammatically correct and have correct punctuation</p>	<p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> • Grammatical errors • Punctuation errors • Sentence structural errors 	<p>Not more than 5 instances of deviations in a deliverable</p>	<p>More than 5 instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> • 6 – 7 instances in a deliverable: Deduction of 1% of the associated deliverable payment • 8 – 10 instances in a deliverable: Deduction of 2% of associated deliverable payment • 10 – 15 instances in a deliverable: Deduction of 3% of associated deliverable payment • >15 instances in a deliverable: Deduction of 5% of associated deliverable payment

Measurement	Definition	Target	Penalty
8. The translated content should be accurate	<p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> • Inappropriate choice of words/ synonyms • Incorrect translation 	Not more than 2 instances of deviations in a deliverable	<p>More than 2 instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> • 3 – 5 instances in a deliverable: Deduction of 1% of the associated deliverable payment • 6 – 8 instances in a deliverable: Deduction of 2% of the associated deliverable payment • 9 – 10 instances in a deliverable: Deduction of 3% of the associated deliverable payment • >10 instances in a deliverable: Deduction of 5% of the associated deliverable payment

16. Indemnity and Limitation of Liability

1. Subject to Clause 4 below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - a. Indemnified Party's misuse or modification of the Service;
 - b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- I. Procure the right for Indemnified Party to continue using it
- II. Replace it with a non-infringing equivalent
- III. Modify it to make it non-infringing

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

4. The indemnities set out in Clause 16 shall be subject to the following conditions:
 - a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the

- Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - e. all settlements of claims subject to indemnification under this Clause will:
 1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
if a Party makes a claim under the indemnity set out under Clause 16.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
5. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 16.

6. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set forth in Clause 16.1) even if it has been advised of their possible existence.
7. The allocations of liability in this Section 16 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.
8. The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, and claims arising from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a. any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or
 - b. any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder
 - c. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
9. The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
10. Regardless of anything contained (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and its liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not responsible for any third party claims.

17. 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 MoT as per the details given below:

- a. The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.

- b. The number of violations in the reporting period for each level of severity will be totalled and used for the calculation of Penalties.

18. Termination:

The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a 30 days written notice indicating its intention to terminate the Contract under the following circumstances

- a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.
- c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity
- d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- e. The Bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

19. Consequence of Termination

In the event that the Purchaser or the Bidder, terminates this Agreement pursuant and depending on the event of default, compensation shall be decided by the purchaser as per the services provided by the Bidder that have been accepted by the Purchaser or his authorized representative(s).

20. Arbitration:

In event of any dispute or difference between **MoT** 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 **MoT** and **the Agency**. The cost of the arbitration shall be shared equally by **MoT** 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; MoT 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.

20. 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.

21. 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.
- iii. MoT reserves the right to accept or reject any or all the bids in part or full without assigning any reason whatsoever.
- iv. The bids should be clear in all respects. Conditional, erroneous and incomplete bids will be rejected outright.

- v. MoT reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
- vi. MoT 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. MoT 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 MoT, www.tourism.gov.in and the tender website of Government of India www.eprocure.com .
- x. Proprietorship / copyright of Images and videos procured and provided by MoT and the content created by the agency for MoT during the period of contract will rest solely with MoT at all times / perpetuity.
- xi. The agency would indemnify MoT against any claim of copyright violation / plagiarism, etc.

Interested agencies may submit bids as per the requirements stipulated in this document latest by **27th March 2018** (1500 hrs). **The bid should be addressed to the Deputy Director General (IT), Ministry of Tourism, Transport Bhawan, 1, Parliament Street, New Delhi-110001** and to be submitted at the CR section of MoT 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 Deputy Director General (IT),
Ministry of Tourism, Govt. of India
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 Content Creation & Translation in the Ministry of Tourism.

In this context, I/We, as an authorized representative(s) of company, declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or 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:

Place:

Annexure II: Letter of Technical Bid Submission

To be provided on 'Company letter head'

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

Subject :- Letter of Technical Bid Submission.

Madam / Sir,

This has reference to the Ministry of Tourism's RFP no. dated
..... for Appointment of Agency for Content Creation & Translation

In this context, please find enclosed our technical bid in respect of the above said RFP.

I/We as the authorized representative(s) of the agency hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Implementation services immediately in consultation with the Ministry and as per the provisions stipulated in the RFP document. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 120 days as stipulated in the RFP document.

We understand that the Ministry of Tourism is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

Annexure III: Letter of Financial Bid Submission

To be provided on 'Company letter head'

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

Subject :- Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment of Content creation and translation for the Ministry of Tourism, Govt. of India in accordance with your RFP document No. dated Our financial bid as per the requirements of RFP document is enclosed in this sealed cover.

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the RFP document .

We understand that the Ministry of Tourism is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place:

Annexure IV: FORMAT FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas, <name of the supplier and address> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Content creation and translation services to Ministry of Tourism (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract 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 contract;

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 supplier, 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 contract 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 contract to be performed there under or of any of the contract 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 V: Financial Bid format

Sl. No	Item	<u>Multiplication factor/ Estimated Requirement</u>	Cost in INR	
			<u>Unit Cost</u> (where applicable) including all other taxes, but excluding GST	<u>Total Cost for three years</u> (as per estimated requirement) including all other taxes, but excluding GST
		<u>(A)</u>	<u>(B)</u>	<u>(C)=(A)x(B)x3</u>
I.	CONTENT CREATION FOR WEBSITE			
a.	Content development charges for: i. Website ii. Articles/ stories iii. Monthly Digital newsletters iv. Press Brief/ Press Releases Rate per word for English	150,000 words per year.	Unit cost per word	
b.	Content editing charges for website	100,000 words per year	Unit cost per word	
II.	Content moderation services			
a.	Identify and source articles, blogs, travel stories, etc. through UGC for the website through social media channels and Adobe Livefyre	120 articles ¹ (approximately 150,000 words) per year (A) =120	Unit cost per article sourced	

¹ Minimum 120 articles with approx. 150,000 words to be sourced which are accepted by the project evaluation committee constituted by MoT

Sl. No	Item	<u>Multiplication factor/ Estimated Requirement</u>	Cost in INR	
			<u>Unit Cost</u> (where applicable) including all other taxes, but excluding GST	<u>Total Cost for three years</u> (as per estimated requirement) including all other taxes, but excluding GST
		<u>(A)</u>	<u>(B)</u>	<u>(C)=(A)x(B)x3</u>
b.	Identify national/ international bloggers, travel writers, instagramers, etc., organize contests/ campaigns and source blogs, travel stories, articles, etc. for UGC on demand.	30 articles ² (approximately 50,000 words) per year (A)=30	Unit cost per article sourced	
III. TRANSLATION SERVICES				
a.	Translation charge per word for foreign languages with quality assurance:			
	a. Arabic	100,000 words per language per year.	Unit cost per word	
	b. Chinese (Mandarin)	100,000 words per language per year	Unit cost per word	
	c. French	100,000 words per language per year	Unit cost per word	
	d. German	100,000 words per language per year	Unit cost per word	
	e. Italian	100,000 words per language per year	Unit cost per word	

² Minimum 30 articles with approx. 50,000 words to be sourced which are accepted by the project evaluation committee constituted by MoT

Sl. No	Item	<u>Multiplication factor/ Estimated Requirement</u>	Cost in INR	
			<u>Unit Cost</u> (where applicable) including all other taxes, but excluding GST	<u>Total Cost for three years</u> (as per estimated requirement) including all other taxes, but excluding GST
		<u>(A)</u>	<u>(B)</u>	<u>(C)=(A)x(B)x3</u>
	f. Japanese	100,000 words per language per year	Unit cost per word	
	g. Korean	100,000 words per language per year	Unit cost per word	
	h. Portuguese	100,000 words per language per year	Unit cost per word	
	i. Spanish	100,000 words per language per year	Unit cost per word	
	j. Russian	100,000 words per language per year	Unit cost per word	
b.	Translation charge per word for regional languages with quality assurance:			
	a. Hindi	100,000 words per language per year.	Unit cost per word	
	b. Assamese	100,000 words per language per year	Unit cost per word	
	c. Bengali	100,000 words per language per year	Unit cost per word	
	d. Gujarati	100,000 words per language per year	Unit cost per word	
	e. Kannada	100,000 words per language per year	Unit cost per word	

Sl. No	Item	<u>Multiplication factor/ Estimated Requirement</u>	Cost in INR	
			<u>Unit Cost</u> (where applicable) including all other taxes, but excluding GST	<u>Total Cost for three years</u> (as per estimated requirement) including all other taxes, but excluding GST
		<u>(A)</u>	<u>(B)</u>	<u>(C)=(A)x(B)x3</u>
	f. Malayalam	100,000 words per language per year	Unit cost per word	
	g. Marathi	100,000 words per language per year	Unit cost per word	
	h. Odia	100,000 words per language per year	Unit cost per word	
	i. Punjabi	100,000 words per language per year	Unit cost per word	
	j. Tamil	100,000 words per language per year	Unit cost per word	
	k. Telugu	100,000 words per language per year	Unit cost per word	
IV	Total Cost (Sr. Nos. I + II + III) in INR (exclusive of GST)			
V	Total GST			
VI	Total Cost (I + II + III) in INR, inclusive of GST			

ANNEXURE VI: Earnest Money Deposit – Bank Guarantee Format

To,

The Deputy Director General (IT),
Ministry of Tourism
Transport Bhawan,
1, Parliament Street,
New Delhi - 110001

Whereas M/s <<Name of Bidder>>, a company incorporated under the Indian companies Act, its registered office at/ (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for **Appointment of Agency for Content Creation & Translation** (hereinafter called "the Bid") to **Ministry of Tourism**.

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----
----- having our registered office at -
----- (hereinafter called "the Bank") are bound unto the **Ministry of Tourism** (hereinafter called "the Client") in the sum of Rs. XXX/- (Rupees XXX only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----
- day of -----2018

THE CONDITIONS of this obligation are:

1. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal

- Withdraws his participation from the Proposal during the period of validity of Proposal document;
- Fails to extend the validity if required and as requested or
- Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 45 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

ANNEXURE VII: Format to share Pre-bid Queries

BIDDER'S REQUEST FOR CLARIFICATION					
Name and Address of the Organization submitting request			Name and Position of Person submitting request		Contact Details of the Organization / Authorized Representative
					Tel:
					Fax:
					Email:
S. No	RFP Section	RFP Page	RFP Clause	Content of RFP requiring clarification	Points of clarification required
1.					
2.					

Annexure VIII: FORMAT FOR PAST EXPERIENCES

Assignment Name	Country
Name of Client	Location within the Country
Address	Duration
Start Date and End Date	Transaction Volume: (No. of Customers)
Contract Value (in INR)	Name of associated firm, if any
Narrative Description of Project (including number of users – both internal and external)	
Description of actual services provided	