

# **REQUEST FOR PROPOSAL**

# (Bidding Terms & Draft Agreement)

FOR

Selection of Agency for

**Social & Digital Media Management** 

Dated: January 9th, 2019

#### **Invest India**

A joint venture between Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce and Industry, Industry
Associations and state governments of India

Federation House, Tansen Marg, New Delhi

### 1. Introduction

Invest India is the National Investment Promotion Agency set up under the Ministry of Commerce and Industry, Govt. of India. It is the nodal agency for promoting India as the favored investment destination of the world and is responsible for bringing FDI into the country. It is also responsible for the coordination of activities of various Central Government Agencies, State Governments/UTs and the Private Sector for the development and promotion of FDI in the country. Invest India undertakes publicity and promotion of India through an integrated marketing and promotional strategy and a synergized campaign in association with the trade & industry bodies, State & Central Governments, Indian Missions and the private sector. 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 Invest India through its website <a href="www.investindia.gov.in">www.investindia.gov.in</a>. Traffic to the website is generated through advertising campaigns and other promotional measures. The state of the art Invest India website is compatible to all digital platforms and latest features. At present the Invest India website is available in several international languages. In order to build a strong audience community and to aggressively promote and market India, both in the domestic and overseas markets, Invest India proposes to enhance its presence in all leading social media platforms.

# 2. Objectives

The objectives of Invest India under social media activities include:

- a) To tactically reach out to potential investors and investment influencers worldwide and create awareness, mobilizing the idea of India as a favored investment destination
- b) Drive traffic to the Invest India/Make in India/India Investment Grid/AGNIi website and eventually increase FDI in India
- c) To create a strong audience community
- d) To increase visibility of India in the global markets
- e) To create a simple and user-friendly ecosystem for disseminating information, exchanging ideas and gathering feedback

Towards achieving the above objectives, Invest India intends to commission a professional agency for Social & Digital Media Management for a period of one year with a provision for extension, subject to yearly review by the committee constituted by Invest India. The services of the agency may be dispensed with at any time, giving one-month notice, in the event of non-performance, under-performance or any other reason which would be specified.

# 3. Eligibility Criteria

Sr. No.	Criteria	Documentary evidence
1.	The Firm/Agency should be a	1. Certificate of
	registered entity and must have	Incorporation/Registration
	been in operation for a minimum	2. Pan Card
	period of 5 years as on 01st January	3. Service Tax Registration
	2019 with at least 3 years'	4. Certificate of CA for a
	experience in providing services in	minimum 5 years of operation
	Social Media Management.	with at least 3 years'
		experience in providing
		services in Social Media
		Management as on 01st
		January 2019
2.	The Firm/Agency should be a highly	Certificate of CA to be submitted
	reputable agency with a minimum	
	cumulative turnover of Rs. 5 Cr.	
	during the last financial year and Rs.	
	<b>15 Cr</b> . In the last 3 financial years.	
3.	In the last 3 Years, the Firm/Agency	A copy of the work order/Client
	must have completed/have in	Completion Certificate for each
	progress a minimum of 10	of the projects undertaken to be
	clients/campaign of Social Media	submitted.
	Management or Digital Marketing.	
4.	The Firm/Agency shall not be under	Self-certification on company's
	declaration of ineligibility for corrupt	letterhead signed by an
	or fraudulent practices with any	

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Government	authorized representative as per
department/agencies/ministries or	format in Annexure - 1
PSUs and should not have been	
black listed at the time of	
submission of bid.	
The Firm/Agency must have a minimum of 20 experienced professionals in the area of Social Media Management/Digital Marketing Team with an overall employment of 50 permanent employees.	Self-certificate on the agency's letterhead signed by an authorized representative of the agency to be submitted.
The Firm / Agency 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 Invest India within 30 days from the date of	An undertaking to this effect and clearly indicating details of the team members who will work on Invest India's account, should be submitted on the agency's letterhead, duly stamped and signed by the authorized representative of the agency
	Government department/agencies/ministries or PSUs and should not have been black listed at the time of submission of bid.  The Firm/Agency must have a minimum of 20 experienced professionals in the area of Social Media Management/Digital Marketing Team with an overall employment of 50 permanent employees.  The Firm / Agency 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

## 4. Period of Contract:

award 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 by a review committee constituted by Invest India

# 5. Scope of Work

# **Social Media Management**

a) Creation & Maintenance of accounts on Social Media Platforms for Invest India/Make in India/India Investment Grid/AGNIi: The Agency shall create and subsequently maintain accounts on Social Media Platforms for Invest India/Make

in India/India Investment Grid/AGNIi including but not limited to, Facebook, Twitter, YouTube, Google plus, LinkedIn, WeChat and Instagram. **Separate** accounts for focus countries shall be created that will feature be in their respective native languages.

(Refer to Annexure 7 for focus countries for Invest India, Make in India, IIG and AGNIi)

Invest India: Invest India is the National Investment Promotion Agency set up under the Ministry of Commerce and Industry, Govt. of India. It is the nodal agency for promoting India as the favored investment destination of the world and is responsible for bringing FDI into the country. It is also responsible for the coordination of activities of various Central Government Agencies, State Governments/UTs and the Private Sector for the development and promotion of FDI in the country.

Link: investindia.gov.in

Make in India: The Make in India initiative was launched by Prime Minister in September 2014 as part of a wider set of nation-building initiatives. Devised to transform India into a global design and manufacturing hub, it is a call to action to India's citizens and business leaders, and an invitation to potential partners and investors around the world.

Link: *makeinindia.com* 

India Investment Grid: India Investment Grid (IIG) is an initiative of Department of Industrial Policy & Promotion (DIPP) Ministry of Commerce, Government of India and Invest India, the National Investment Promotion and Facilitation Agency to showcase a menu of investment options across India on a single interactive platform. An initiative to enhance the ease of doing business, IIG connects potential investors to project promoters across India.

Link: indiainvestmentgrid.com

Accelerating Growth of New India's Innovations (AGNIi): It is a national initiative of the Government of India under the guidance and support of the Principal

Scientific Adviser to the Government of India. It is an initiative that aims to support the ongoing efforts to boost the innovation ecosystem in the country by connecting innovators across industry, individuals and the grassroots to the market and helping commercialise their innovative solutions. It will provide a platform for innovators to bring their market ready products and solutions to industry thereby helping propel India into a new era of inclusive economic growth.

AGNIi is spearheaded by a dedicated team under the Principal Scientific Advisor to the Government of India. By providing a platform for innovators to scale up their market ready products, AGNIi will help propel India into a new era of inclusive socio-economic growth.

Link: *agnii.gov.in* 

b) **Content in International languages**: Curate content for targeted international markets.

Some of the focus countries do not have English as the primary language and use their native language for official communication. In such countries, the content for social media need to be translated and incorporated in the creatives as well.

- c) Paid social media campaigns: Plan paid social media campaigns on all digital platforms
- d) **New Look:** Give all Social Media Platforms a new look every month by putting up new creative features, theme lines, links etc.
- e) **Updates:** Daily informative and promotional updates in the form of relevant text, pictures, videos, interactive content, interviews, news, quiz, etc.
- f) **Quantum of work**: 1100-1200 original posts/creatives every month, cumulatively, excluding adaptations
- g) **Engagement with users:** Regularly organize online surveys, quizzes, contests on all platforms in consultation with Invest India
- h) **Publicity:** Publicize all business forums, meetings, conclaves, events hosted by the state and the central govt., etc. as suggested by Invest India, using these social media platforms.
- i) **Query Management:** All queries received on all platforms which need not require inputs from Invest India must be replied to within 24 hours and all queries which

- require a consultation with Invest India should be answered within two working days.
- j) **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.
- k) **Media Tracking:** Use a good industry standard monitoring tool for analyzing comments/remarks about India/Invest India in various media like newspapers, magazines, blogs, social media platforms etc., national & international.
- I) **Tagging:** Create relevant tagging & linkages of content on all platforms.
- m) **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- n) **Reporting:** The agency must submit weekly, "Effectiveness Analysis and MIS Reports" to Invest India 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.
- o) **Presentations:** Prepare promotional presentations with multi-media content for Invest India basis the work executed and proposed, as and when required.
- p) **Team:** The agency must position 1 Project Manager at Invest India during the period of contract and minimum 7 additional resources must be dedicated to Invest India's social media account.
  - 1 Project Manager and minimum 3 additional resources must be dedicated to Make in India, India Investment Grid and AGNIi social media accounts each.

# Website marketing:

- a) SEO: Ongoing on-page and off-page SEO optimization for all content
- b) Multimedia Releases: Issuing multimedia releases within and outside India.
- c) Press Releases: Publishing online press releases (of Invest India) on sites in and outside India.
- d) Sharing content/links for organic growth of userbase/page views
- e) Planning and execution of paid website marketing services such as native marketing, SEM, SEO, affiliate marketing, content marketing, programmatic marketing, running PPC/CPM campaigns, influencer websites/apps, etc.
- f) Identify, strategise and execute marketing using other digital avenues

### **Amplification:**

a) 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 and other Digital media campaigns (Online and Mobile) for running banners, adverts etc. during the period of contract on themes/subjects to be decided in consultation with Invest India. This would entail assistance and supervision of buying of the media slots by Invest India to ensure best rates and negotiations directly from the media owner.

b) Executing the digital campaigns based on the Social Media strategy and plan and undertaking activities like optimization of campaign, reporting etc.

### **Key Influencer Program**

- a) Planning and Executing a "Key Influencer Program" on Social Media platforms.
- b) The Influencer program will aim at engaging Top 100 influencers and thought leaders in business, globally.
- c) The Influencer program will focus on blogs & forums and other social channels.
- d) The Influencer program will include generating content for social channels and blogs, web listings, directory submissions etc. and spread awareness about business environment in India and the Social Media campaign.

### **Social Media Monitoring Program**

- a) Planning and Executing a 'Social Media Monitoring Program' on Social Media platforms.
- b) The Social Media Monitoring Program will undertake monitoring keywords, comments and provide insights on how to optimize outreach
- c) Social Media Monitoring Program will create and manage a monitoring platform which will be both predictive and reactive in approach.
- d) Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign of Invest India.
- e) Providing feedback on best practices in marketing and promotion in countries across the world on Social Media.

# Assistance to be provided by Invest India would be as under:

a) Provide the necessary information on events of importance to Invest India, from time to time.

- b) The Brand Communication team of Invest India will provide relevant (basic information/pictures/approvals) content as available from time to time.
- c) Provide all the necessary information such as logo of the partners/event/press releases issued for traditional media and updates etc.
- d) Assist in obtaining any other permissions/information as required.
- e) All Intellectual Property displayed on these platforms shall belong to Invest India exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with Invest India.

### **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 Invest India.
- 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 Invest India.
- 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.
- IV. The quantum of work mentioned under the Scope of Work may vary by +/-20% depending on the scale of the campaign and engagement of the organization.

# 6. Guidelines for Preparation of Proposals.

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

a) The Bidder is expected to carefully examine all the instructions, guidelines, terms & conditions 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.

- b) 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.
- c) 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.
- d) 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.
- e) No Bidder is allowed to modify, substitute or withdraw the Proposal after it's 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 super scribed as:

Packet 1 – Technical Proposal for "Selection of Agency for Social Media Management".

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 into a large packet, super scribed "Technical and Financial Proposal for Selection of Agency for Social Media Management" and should be addressed to the Sidharth Nayyar, Manager, Invest India, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi 110011. 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 22<sup>nd</sup> January 2019 (1700 hrs.).

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

- a) A copy of certificate of Incorporation/Registration, copy of Pan Card and Service
  Tax Registration Certificate of the Firm/Agency
- b) A copy of the work order/Client Completion Certificate for each of the projects undertaken in the past 3 years' experience in providing services in Social Media Management as on 01st January 2019
- c) CA Certificate in support of cumulative annual turnover of the Firm/Agency of **Rs. 5 Cr.** during last financial year and **Rs. 15Cr.** In the last 3 years (FY 2015-16, FY 2016-17, FY 2017-18)
- d) Details and Work order(s)/Client Completion Certificate for relevant experience in online Social Media Management in the last 2 years (FY 2016-17,FY 2017-18)
- e) A self-certification on Company's letterhead 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)
- f) A self-certificate on the Firm/Agency's letter head for the agency having minimum 20 experienced professionals in the area of Social Media Management with an overall employment of 50 permanent employees. Resume of the 20 professionals for social media to be submitted
- g) In case, the agency, presently has no office in Delhi/NCR, it must provide an undertaking on the company letterhead guaranteeing the establishment of a dedicated team based in Delhi to service the account of Invest India within 30 days from the date of award of contract
- h) Details/supporting documents for international/national awards related to Social Media Management won by the agency, if any

# It must also include the Approach & Methodology including but not limited to the following:

- I. Profile and track record –subject to the following criteria
  - a. Number and scale of clients managed over last 3 years
  - b. Details of 3 most successful campaigns undertaken by the agency
  - c. Domestic/International awards won in the last 3 years

- II. Presentation on the strategy for manpower deployment for project and showcase of relevant credentials of the manpower. Resources to be hired need to be specified
- III. Plan for outreach to tactically target international investors and investment influencers for 3 months with a budget of INR 10Cr. including frequency of posting, themes of content and suggested platforms. Focus countries for this exercise will be China, UAE, Japan, Netherlands, Sweden, US, S. Korea, Germany, France, UK, India
- IV. 1-month Campaign for creating buzz around the country Roadshow with a budget of INR 20 lacs. The Firm/Agency must design the following:
  - a. 1 static creative
  - b. 1 GIF
  - c. 1 short video (10sec)
  - d. 1 infographic

(Note: a country Roadshow is a business trip when a delegation travels internationally to meet businesses and govt. agencies in order to explore opportunities of inbound investment and/or collaboration. For the purpose of this RFP, focus countries to be considered is South Korea)

(Refer to Annexure 4)

- V. Sector-focused social media campaign creatives. The Firm/Agency must design the following:
  - a. 1 static creative with caption
  - b. 1 GIF
  - c. 1 short video (10sec)
  - d. 1 infographic
  - e. Copy for 10 creatives and their captions (Only the caption and text that goes on the creative is required to measure the copy-writing skills)

(Refer to Annexure 5A, 5B)

- VI. Social media monitoring plan and sample performance reports
- VII. **Earnest Money Deposit** (EMD) in the form of Demand Draft from a scheduled Bank for Rs. 10,00,000/-.

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

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

All item wise costs associated with the Assignment should be included in the Financial Proposal as per formats given in. 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.

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 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 of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

The Financial Proposal must contain Financial Forms as per Annexure 2 and Annexure 3.

# 8. Pre-bid Meeting

All prospective Bidders, requiring clarification on the RFP shall notify Invest India via email at <a href="mailto:sidharth.nayyar@investindia.org.in">sidharth.nayyar@investindia.org.in</a> by 15 January 2019 (1700 hrs.). A Pre-bid Meeting would be held on 16 January 2019 at 1500 hrs. in the Conference Room of Invest India, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi – 110011 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 and time. A record of discussion held during the pre-bid meeting along with the corrigendum, if any, would be posted on the Invest India website by 17 January 2019 (1700 hrs.).

# 9. Evaluation of Proposals

### **Technical Evaluation:**

Technical proposals will be opened in the presence of representatives of agencies submitting proposals at <u>11:00 hrs. on 1<sup>st</sup> February, 2019</u> 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 100 Marks as per following details:

S. No.	Parameters	Max. score
1.	a. Number and scale of clients managed over last 3 years b. Details of 3 most successful campaigns undertaken by the agency c. Domestic/International awards won in the last 3 years	10
2.	Presentation on the strategy for manpower deployment for project and showcase of relevant credentials of the manpower. Resources to be hired need to be specified	10
3.	Plan for outreach to tactically target international investors and investment influencers for 3 months with a budget of INR 10Cr. including frequency of	25

	posting, themes of content and suggested platforms. Focus countries for this exercise will be China, UAE, Japan, Netherlands, Sweden, US, S. Korea, Germany, France, UK	
4.	1-month Campaign for a country Roadshow with a budget of INR 20 lacs. The Firm/Agency must design the following:  1 static creative  1 GIF  1 short video (10sec)  1 infographic (Refer to Annexure 4)	25
5.	Sector-focused social media campaign creatives. The Firm/Agency must design the following  1 static creative with caption  1 GIF  1 short video (10sec)  1 infographic (Refer to Annexure 5A for content for infographic)  Copy for 10 creatives and their captions (Only the caption and text that goes on the creative is required to measure the copy-writing skills)  (Refer to Annexure 5B for content for other creatives)	25
6.	Social media monitoring plan and sample performance reports	5

### **Financial Evaluation:**

Invest India shall shortlist all the Companies who secure the minimum required marks. The minimum cut off will be 60 % (Sixty Percent). *Financial proposals of only the Companies scoring 60% in technical bid will be evaluated*.

The proposal with the lowest total bid value shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

**NOTE**: It may be 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 requirements of Invest India and the amount payable to the agency will be for actual work undertaken, based on unit costs indicated in the Financial Proposal.

### **Combined Evaluation:**

Technical Scores will have a weightage of 70%. The Financial Proposals will be allotted a weightage of 30%. The total score shall be obtained by weighing the technical and financial scores and adding them up. On the basis of combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.

In the event of a tie in the final scores, the agency having the lower financial quote amongst the two would be preference. Post tender negotiation may be carried out by the committee in circumstances listed below:

- 1. Modifications are proposed to the quantity or conditions, or
- 2. The tender, under consideration exceeds the estimated contract value and price reduction measures are necessary, or
- 3. In the interest of obtaining value for money, the committee may go ahead with another agency if better value for being money is made available

# 10. 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 will be submitted within **7 working days** of receiving LOI. Thereafter, a detailed work order incorporating all deliverables as per the concept/strategy of the agency presented and accepted by Invest India will be issued from time to time.

### 11. 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 Invest India on the Performance Guarantee.

# 12. Terms of Payment:

- a) No advance payment will be considered by Invest India.
- b) The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the **last working day of every month**, for necessary settlement.
- c) The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills
- d) The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by Invest India. The GST component shall be paid as applicable and as per actuals. For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, 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 selected agency.

# 13. 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.

# 14. 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 Invest 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 schedule approved by Invest India, a penalty @1% of the total cost of that item, per week would be imposed.

e) Invest India 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.

### **15.** Termination:

Invest India may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

- a) If the Agency becomes insolvent or goes into compulsory liquidation.
- b) If the Agency, in the judgment of Invest India, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Agency submits to Invest India a false statement which has a material effect on the rights, obligations or interests of Invest India.
- d) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Invest India.
- e) If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.
- f) If Invest India, in its sole discretion, and for any reason whatsoever decides to terminate the contract. In such an occurrence, Invest India shall give not less than thirty(30) days written notice before terminating the contract of the companies

#### 16. Arbitration:

In event of any dispute or difference between **Invest India** 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 MD & CEO, Invest India on the recommendation of a legal committee constituted by Invest 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 **Invest India** and **the Agency**. The cost of the arbitration shall be shared equally by **Invest India** 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; Invest India and the Agency shall continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

#### 17. Jurisdiction:

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

#### 18. Additional Information to the Bidders:

- a) Period of validity of the Tender is 120 days from the proposals.
- b) Invest India reserves the right to reject or accept any or all the bids in part or full without assigning any reason whatsoever.
- c) The bids should be clear in all respects. Conditional, erroneous and incomplete bids will be rejected outright.
- d) Invest India reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
- e) Invest India reserves the right to place an order for the full or part quantities under any items of work under scope of work.
- f) Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- g) Invest India 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.
- h) Any amendments/corrigendum to the RFP document would be uploaded on the official website of Invest India, www.investindia.gov.in
- i) Proprietorship/copyright of Images, videos and any other content used on the Social Media platforms of Invest India, would rest solely with Invest India at all times/perpetuity.
- j) The agency would indemnify Invest India against any claim of copyright violation/plagiarism, etc.

Invest India Reference No.: 09/01/2019 – IIWCO -1
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Interested agencies may submit bids as per the requirements stipulated in this document
latest by 1700 hrs on 22 <sup>nd</sup> January 2019. The bid should be addressed to Sidharth
Nayyar, Manager, Invest India, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi
- 110011 and to be submitted at the Reception of Invest India located at the First floor,
Vigyan Bhawan Annexe, New Delhi.
vigyan bhawan Almexe, New Delin.

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Annexure - 1
Auto =
Declaration of ineligibility for corrupt or fraudulent practices
——————————————————————————————————————
Sidharth Nayyar
Manager, Invest India,
Vigyan Bhawan Annexe,
Maulana Azad Road,
New Delhi - 110011
Subject:- Declaration of ineligibility for corrupt or fraudulent practices.
Sir,
This has reference to Invest India's RFP Nodated for Appointment of Agency for Social Media Management.  In this context, I/We, as a 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:
Seal:
Date:

**Annexure 2** 

### Form 01: Financial Proposal Submission Form

[Location, Date]

To: Invest India,

Dear Sir

We, the undersigned, offer to provide the Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposals (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes. We hereby confirm that the financial proposals are unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till \_\_\_\_\_.

Name and Address, Amount and Purpose of Commission and Gratuity to be paid to the Agents relating to the Proposal and Contract execution, if we are awarded the Contract are listed below.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

**Annexure 3** 

#### Form Fin 2: Lumpsum Cost as per TOR of Section 5

#### **BID PROPOSAL SHEETS**

Name of the work: Selection of a marketing agency for Invest India/Make In India/IIG/AGNii

Quotes submitted towards providing complete solutions to **Invest India**, the national investment promotion and facilitation agency for India, promoted by **Department of Industrial Policy & Promotion (DIPP)**, **Ministry of Commerce and Industry, Government of India**, in accordance with the scope of work and terms & conditions mentioned under Scope of Services in clause 5.2, Section 5.

S. No.	Scope of Work	Cost – Year 1	Cost – Year 2	Cost – Year 3
		(INR)	(INR)	(INR)
i.	Social Media Management (Annual) for Invest India country specific handles (total of 12 handles) + Make in India handles + AGNIi handles + IIG handles. Cost to be inclusive of Social Media monitoring, Influencer Campaign Planning and any other product/services to be procured for carrying out this task including but not limited to scope mentioned in scope of services in section 5*			
ii.	Media Planning (Annual)*			
iii.	Website Marketing*			
	Total (Annual)			

#### Note:

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidder, the total cost inclusive of taxes of all the above will be considered. However, in case an agency is hired only for a specific section of the scope, the above-mentioned cost against that activity will be considered for evaluation.
- The Bidder must include a detailed cost chart on a per unit basis for any creatives prepared / activity conducted over and above the count specified in the scope.

<sup>\*</sup>This is an estimation of the volume of work. Actual volume of work may vary during implementation

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	Signature of the Authorized Signatory
Place:	Name:
Date:	
Date:	Designation:
	Name & Address of the Bidder:

#### **Annexure 4**

### Invest India Roadshow, Korea

Invest India along with the Embassy of India in Korea will organize a week-long Roadshow in Korea. The event will be co-organized by Invest India and offices of the Korean Govt. There will be two seminars and focussed meetings with 40+ Korean companies spread across 3 cities: **Seoul, Busan, Yeongjong** 

Korea is an important trade and investment partner for India and a country of special focus for India. Huge complementarities exist between the two economies, making them perfect strategic economic partners by balancing the opportunities available to each other. This roadshow will provide an opportunity for all participating Korean companies to learn more about the business environment, the opportunities, the policies and reforms in India. Success stories of Korean companies in India will also be shared.

The roadshow will start with a seminar in Seoul followed by one-to-one meetings with more than 15 companies. This seminar will be supported by the local Economic Development Board.

The official delegation will then move to Busan for one-to-one meetings with 6 companies. The delegation will meet senior officials of the Korean Govt.

In Yeongjong, the delegation will have one-to-one meetings with 19 companies. Invest India & Korean Innovation Network (KIN) will sign an MoU during the roadshow. KIN is a not-for-profit accelerator for large and medium-sized Korean companies to spur innovation in companies to overcome the widely held belief that "large companies cannot be innovative". The MoU will be a step towards strengthening the start-up collaboration between India & Korea and realize the vision of India - Korea Startup Hub as mentioned in the India-Korea Joint Statement between both Prime Ministers

The event will conclude with a high-impact seminar in Seoul.

The Invest India Korea Roadshow will prove to be a key success story for Invest India.

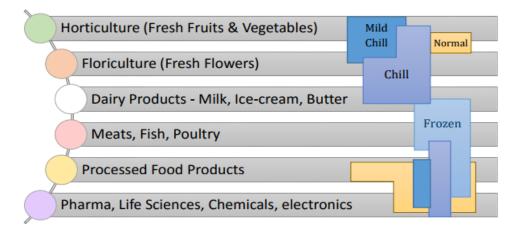
- Prior to the Korea Roadshow, Invest India had 2 accounts in facilitation with indicative investment of over \$25 million.
- Post the Korea Roadshow, Invest India is targeting to have 20+ accounts in facilitation with indicative investment of over \$700 million.

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<ul> <li>Companies to be interacted with will be from focus sectors – Auto components,</li> </ul>
ESDM/IT, Food Processing, Medical Devices

## **Annexure 5A**

# **Food Processing sector in India**

Product-wise segmentation of temperature controlled logistic chain



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	Annexure 5B
	Allierate 35
Food Processing sector brochure attached separately.	
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Annexure 6
Quote Details for Financial Bid (To be provided on 'Company letter head')
Sidharth Nayyar Manager Invest India
Subject: Quote Details for Financial Bid
Sir,
This has reference to the Invest India's RFP Selection of Agency for Social Media Management dated ****.
In this context, our total quotation in respect of above RFP is Rs / We hereby agree that in case of difference in total cost quoted by us for 3 years and total cost calculated for 3 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. The break-up of the quotation as per various items enumerated in the RFP document is as under:
Name of the Bidder:
Authorized Signatory:
Name:
Seal:
Date:
Place:

Invest India Reference No.	: 09/01/2019 -	· IIWCO -1
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## **Annexure 7**

# **Focus Countries**

# **Invest India**

India

China

UAE

Japan

Netherlands

Sweden

US

Republic of Korea

Germany

France

United Kingdom

Make in India/IIG/AGNIi
India

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