



**Ministry of Petroleum and Natural Gas**

*Request for Proposal for  
Engagement of Agency for Social Media Management*

**F. No. 14011/1/2022-Admn (42013)**  
**Government of India**  
**Ministry of Petroleum and Natural Gas**

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**DISCLAIMER**

The information contained in the Request for Proposal (RFP) document on behalf of the Government of India, Ministry of Petroleum and Natural Gas, provided to Applicants (Bidders/tenderers) on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer by the Ministry of Petroleum and Natural Gas to the prospective applicants or any other person.

The purpose of this RFP is to provide concerned parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authorities accept no responsibility for the accuracy or otherwise for any interpretation or opinion in the law, expressed herein.

Ministry of Petroleum and Natural Gas also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this RFP. Ministry of Petroleum and Natural Gas may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that Ministry of Petroleum and Natural Gas is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and Ministry of Petroleum and Natural Gas reserves the right to reject/ amend all or any of the proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including, but not limited, to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Ministry of Petroleum and Natural Gas or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and Ministry of Petroleum and Natural Gas shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

**F. No. 14011/1/2022-Admn (42013)**  
**Government of India**  
**Ministry of Petroleum and Natural Gas**

**Shastri Bhawan, New Delhi**  
**Dated: 20<sup>th</sup> September, 2024**

**TENDER NOTICE**

**Subject: e-Tender for Appointment of a professional agency for social media management for Ministry of Petroleum and Natural Gas**

For and on behalf of President of India, e-bids are invited in two (Technical and Financial) bids system from the firms/ companies for appointment of agency for providing social media management services for Ministry of Petroleum and Natural Gas.

2. In case your firm/company is interested in providing social media management Services and fulfils the eligibility criteria, please apply in the prescribed proforma contained in RFP document (Technical bid and Financial bid) separately. The bids may be submitted only in online mode on Government e-Marketplace (GeM) portal. The Earnest Money Deposit (EMD)/ Bid Security may be submitted physically in the form of Demand Draft/Bank Guarantee in favour of “DDO, Ministry of Petroleum & Natural Gas” on or before 17:00 hours of 10<sup>th</sup> October, 2024 and dropped in a sealed envelope in the Tender Box installed in Room No. G-13, Shastri Bhawan, New Delhi before the last date of bid submission.

3. All the required documents (self-attested) in support of eligibility criteria are to be submitted along with the tender documents. All tender documents should be numbered serially. Proposals may be submitted online at <https://gem.gov.in> after perusal of the detailed instructions for bidders. It is mandatory for the firm/company to submit proposal online within stipulated time failing which the proposal are liable to be rejected.

4. Ministry of Petroleum and Natural Gas reserves the right to cancel the tender at any time / stage or relax /amend / withdraw any of the terms and conditions contained in the Tender document without assigning any reasons, thereof.

5. Tender document may be downloaded from the website of Government e-Marketplace(GeM) portal url: <https://gem.gov.in> or from website of Ministry of Petroleum and Natural Gas (<https://mopng.gov.in>). All queries relating to the process of online bid submission may be directed to the 24X7 GeM Portal Helpdesk.

Under Secretary (Admn)

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of Ministry of Expenditure, this tender document has been published on the Government e-Marketplace (GeM) portal [url: https://gem.gov.in](https://gem.gov.in). The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

### **REGISTRATION**

- 1) Bidders are required to enroll on GeM portal as a seller by clicking on the link <https://mkp.gem.gov.in/registration/signup#!/seller> which is free of charge.
- 2) The pre-requisites for GeM seller registration are available by clicking link <https://assets-bg.gem.gov.in/resources/pdf/seller-registration-pre-requisites-v1.2.pdf>

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Bid ID, organization's name, location, etc.(Link: <https://bidplus.gem.gov.in/bidlists>)
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be dropped in a sealed envelope in the Tender Box installed in Room No. G-13, Shastri Bhawan, New Delhi before the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders should upload their financial bids in PDF format in the format given.
- 6) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Procuring entity/ Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk. The contact number and email id for the helpdesk are Toll Free Numbers: 1800-419-3436; 1800-102-3436 and [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in).

## **PROJECT DESCRIPTION AND SCOPE OF WORK**

### **1.1. Background**

1.1.1. In order to constantly respond to public concerns, generate interest and promote awareness about its schemes and other activities of the Ministry, an active interactive presence on various forms of Social Media including Twitter/Facebook/Instagram/Youtube etc. is proposed. Along with this, tracking of print and social/digital media for Ministry of Petroleum and Natural Gas related developments would form an important part. A professional agency, both for SocialMedia/Digital media presence and tracking of the same, is envisaged to be appointed for this purpose. Ministry of Petroleum and Natural Gas, Government of India desires to appoint a credible professional agency to manage the social media and Public Relations related on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about the services delivered under the schemes & programmes of Ministry of Petroleum and Natural Gas. The agency must have in-house production facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the firm. Agency must have expertise in these works. The entire data will also be stored / archived and the firm has the responsibility to provide it only to Ministry of Petroleum and Natural Gas, as and when required. The agency will maintain the backup, storage and recovery mechanism for data and provide the services to Ministry of Petroleum and Natural Gas. The Agency shall perform the activities in accordance with the Terms of Reference (TOR) specified in Schedule-1.

### **1.2. Requests for Proposals**

The Ministry invites proposals (the “Proposals”) for appointment of a firm/company (the “Agency”) for social media management in conformity with the TOR (collectively the “Consultancy”). The Ministry intends to select the Agency from the identified firm/company, in accordance with the procedure set out herein.

### **1.3. Validity of the Proposal**

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

### **1.4. Brief description of the Selection Process**

The Ministry has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. The selection will be done through QCBS (Quality and Cost Based Selection) process with 80% weightage to technical proposal and 20% weightage to financial proposal.

In the first stage, technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant (the “**Selected Applicant**”) may be called for negotiation, if necessary.

### 1.5. Currency conversion rate and payment

All payments to the Agency shall be made in INR in accordance with the provisions of this RFP. The Agency may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency.

### 1.6. Schedule of Selection Process

The Ministry would endeavor to adhere to the following schedule:

S.No	Event Description	Date and Time
1	Publication of Request for proposal on GeM	20.09.2024
2	Last date for receiving queries / clarifications (Pre- Bid Meeting)	30.09.2024
3	Proposal Due Date (PDD) of both Technical Proposal and Financial Proposal (Last date for submission of proposals)	11.10.2024
4	Opening of Technical Proposals	11.10.2024
5	Presentations by Applicants	Within 10 Days after opening of Technical Bid
6	Signing of Agreement	Within a week from the date of GeM contract / LOA, whichever is earlier
7	Validity of Proposals	One year, extendable for next 2 years on yearly basis on mutual consent based on satisfactory performance of the Agency.

### 1.7 Official Contact for the proposal

1.7.1 All communications including the submission of Proposal should be addressed to:

The Under Secretary (Admn),  
Room No. 200-C (c),  
Ministry of Petroleum & Natural Gas,  
Shastri Bhawan, New Delhi

1.7.2 The Official Website of the Ministry is: <https://mopng.gov.in>

1.7.3 All communications should contain the following information, to be marked at the top in bold letters: “**RFP Notice No. (F. No. 14011/1/2022-Admn (42013) for Appointment of agency for social media management**”.

## INSTRUCTIONS TO APPLICANTS

### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant entity possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually.

2.1.2 Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Ministry through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Ministry's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at **Appendix-I** and the Financial Proposal shall be submitted in the form at **Appendix-II**. Upon selection, the Applicant shall be required to enter into an agreement with the Ministry in the form specified at **Schedule-2**.

#### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) as specified below:

S. No.	Key Personnel
1	Project Leader cum Creative Director
2	Content Writer
3	Social Media Manager
4	Graphic Designer

### 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

#### A. Technical Eligibility

a. The Agency shall have successfully completed at least three similar assignments for government agency such as Centre/State Govt, PSUs, etc.



- b. The Agency shall have at least 10 full-time employees on payroll as on date one year prior to proposal submission due date.
- c. Minimum 3 years experience of Strategic Media Planning and Brand Positioning / Social Media Management/ Digital Media Management/ Advertising/ Public Relations/ Communications/ Marketing/ Branding for any government body/ quasi government body with single contract value of up to Rs. 25 lakhs in minimum three occasions during last three years.

**B. Financial Eligibility**

Average minimum annual turnover of Rs. 1 crore (One crore) in last 3 (three) Financial Years (2021-22, 2022-23, 2023-24).

**C. Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

**D. Conditions of Eligibility for Key Personnel:**

S No	Key Personnel	Minimum Qualification	Minimum Experience
1	Project Leader cum Creative Director	Graduate / Post Graduate in any discipline. A mass communications degree/diploma is desirable	At least 5 years' experience in journalism or branding or advertising, or marketing.
2	Content Writer	Graduate in Literature/ arts/ mass communication / journalism	At least 3 years' experience in content writing
3	Social Media Manager	Graduate in any discipline	At least 1 years' experience in social media management
4	Graphic Designer	Graduate in any discipline	At least 3 years' experience in graphic designing

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD (i.e. 2021-22, 2022-23, 2023-24) and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney of authorized representative as per the format at Form-4 of Appendix-I.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a

statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.

- 2.2.5 An Applicant should have, during the last three financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.
- 2.2.7 The Applicant should have an office in Delhi/NCR and it shall be mandatory to house a team comprising of two key personnel in the Ministry premises.
- 2.2.8 The Applicant shall depute additional personnel in the Ministry premises over and above the key personnel mentioned in clause 2.1.4 upon such a request from the Ministry.

### **2.3 Conflict of Interest**

- 2.3.1 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-3**.
- 2.3.2 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Ministry shall forfeit and appropriate the EMD/ Bid Security as compensation and damages payable to the Ministry for, *inter alia*, the time, cost and effort of the Ministry including consideration of such Applicant's Proposal, without prejudice or any other right or remedy that may be available to the Ministry here under or otherwise.
- 2.3.3 The Ministry requires that the Applicant provides professional, objective, and impartial advice and at all times hold the Ministry's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Ministry.

### **2.4 Number of Proposals**

No Applicant shall submit more than one Application for the Consultancy.

### **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent

negotiation, visits to the Ministry etc. The Ministry will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Ministry;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Ministry or relating to any of the matters referred to above;
- (d) satisfied itself about all matters, things and information, including matters referred to above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Ministry shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Ministry.

## **2.7 Right to reject any or all Proposals**

2.7.1 Notwithstanding anything contained in this RFP, the Ministry reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the Ministry reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Ministry, the supplemental information sought by the Ministry for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Ministry reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Ministry, including annulment of the Selection Process.

## **2.9 Amendment of RFP**

2.9.1 At any time prior to the deadline for submission of Proposal, the Ministry may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment.

- 2.92 All such amendments/corrigendum/addendums will be binding on all Applicants.
- 2.9.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Ministry may, in its sole discretion, extend the Proposal Due Date.

## **2.10 Language**

The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **2.11 Format and signing of Proposal**

- 2.11.1 The Applicant shall provide all the information sought under this RFP. The Ministry would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.11.2 The Proposal shall be typed and signed by the authorised signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:
- (a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (b) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

- 2.11.3 Applicants should note the PDD, as specified in Clause 1.6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Ministry, and that evaluation will be carried out only on the basis of Documents submitted by the closing time of PDD as specified in Clause 2.15.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## **2.12 Technical Proposal**

- 2.12.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).
- 2.12.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The EMD/ Bid Security is submitted;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been signed by the respective Key personnel and countersigned by the Applicant.
- (h) Key Personnel proposed have good working knowledge of English and Hindi language;
- (i) Key Personnel would be available for the period indicated in the TOR.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

2.12.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Ministry for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.12.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.12.6 The CV of Key Personnel shall be submitted in the format at Form-9 of Appendix-I.

2.12.7 The Ministry reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Ministry shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Ministry hereunder.

2.12.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement.

If the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Ministry without the Ministry being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be. In such an event, the Ministry shall forfeit and appropriate the Performance Security, if available, as compensation and damages payable to the Ministry for, inter alia, time, cost and effort of the Ministry, without prejudice to any other right or remedy that may be available to the Ministry.

## **2.13 Financial Proposal**

2.13.1 The Financial Proposal shall be submitted in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy (Grand Total, Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.13.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. 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) The Financial Proposal shall take into account all expenses and tax liabilities including good and service tax (GST). For the avoidance of doubt, it is clarified that all taxes including GST shall be deemed to be included in the costs shown under different items of the Financial Proposal.

(iii) Costs (including break down of costs) shall be expressed in INR.

## **2.14 Submission of Proposal**

2.14.1 The Applicants shall submit the Technical Proposal and the Financial proposal as per date and time mentioned in Clause 1.6.

2.14.2 The Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons or Authorised Signatory signing the Proposal.

2.14.3 The completed Proposal must be submitted on or before the specified time on PDD. The Proposals shall be submitted through GeM Portal only.

2.14.4 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided.

2.14.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

## **2.15 Proposal Due Date**

- 2.15.1 Proposal should be submitted on or before 17:00 hours of the Proposal Due Date specified in Clause 1.6 in the manner and form as detailed in this RFP.
- 2.15.2 The Ministry may, in its sole discretion, extend the PDD by issuing an Addendum uniformly for all Applicants.

## **2.16 Late Proposals**

Proposals received by the Ministry after the specified time on Proposal Due Dates shall not be eligible for consideration and shall be summarily rejected.

## **2.17 Modification/ substitution/ withdrawal of Proposals**

- 2.17.1 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Ministry to extend the Proposal validity.

## **2.18 Bid Security (EMD)**

- 2.18.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (Rupees One Lakh only) payable at New Delhi returnable not later than 120 (One hundred and Twenty) days from PDD except in case of the highest ranked Applicants as required in Clause 2.23.1. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Ministry of Micro, Small and Medium Enterprises (MSME) or Startups as recognised by Ministry of Industrial Policy & Promotion (DIPP) are exempted from furnishing of EMD subject to a documentary proof in this regard. The copy of the proof of submission of bid security is to be submitted in technical proposal.
- 2.18.2 The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.18.3 Any Bid not accompanied by the Bid Security shall be rejected by the Ministry as non-responsive.
- 2.18.4 The Ministry shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.18.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Ministry's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Ministry as the compensation and damage payable to the Ministry for, inter alia, the time, cost and effort of the Ministry in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;

- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.23.
- (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.27 and 2.28 respectively; or
- (e) If the Applicant is found to have a Conflict of Interest as specified in the RFP.

## **2.19 Performance Security**

2.19.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Ministry's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Ministry as the compensation and damages payable to the Ministry for, *inter alia*, the time, cost and effort of the Ministry in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- b. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c. if the Selected Applicant commits a breach of the Agreement.

2.19.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.19, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration plus two months of contract.

## **2.20 Evaluation of Proposals**

2.20.1 The Ministry shall open the Proposals on the date as specified in Clause 1.6.

2.20.2 Prior to evaluation of Proposals, the Ministry will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal and Financial Proposal are received in the form specified at Appendix-I and Appending-II;
- (b) it is received by the PDD including any extension thereof.
- (c) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (d) it contains all the information (complete in all respects) as requested in the RFP;
- (e) it does not contain any condition or qualification; and
- (f) it is not non-responsive in terms hereof

2.20.3 The Ministry reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Ministry in respect of such Proposals.



- 2.20.4 The Ministry shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this RFP.
- 2.20.5 After the technical evaluation, the Ministry shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Ministry will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2 and 3.3.
- 2.20.6 Applicants are advised that Selection shall be entirely at the discretion of the Ministry. Applicants shall be deemed to have understood and agreed that the Ministry shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.20.7 Any information contained in the Proposal shall not in any way be construed as binding on the Ministry, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.21 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Ministry in relation to matters arising out of, or concerning the Selection Process. The Ministry shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Ministry may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Ministry or as may be required by law or in connection with any legal process.

## **2.22 Clarifications**

- 2.22.1 To facilitate evaluation of Proposals, the Ministry may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Ministry for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2 If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Ministry may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Ministry.

## **2.23 Negotiations**

- 2.23.1 The Selected Applicant may, if necessary, be invited for negotiations. Issues such as deployment of Key Personnel, understanding of the RFP, Branding strategy and roadmap, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's' and the applicant's authorised representative. In case the Selected Applicant fails to reconfirm its commitment,

the Ministry reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.23.2 The Ministry will examine the CVs of all Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Ministry.

2.23.3 The Ministry will examine the credentials of all Sub-Agencies proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Ministry.

## **2.24 Substitution of Key Personnel**

2.24.1 The Ministry will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health or employee leaving the organisation, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Ministry.

## **2.25 Indemnity**

The Agency shall, subject to the provisions of the Agreement, indemnify the Ministry, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency or sub Agencies/sub-contractors appointed by him.

## **2.26 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Ministry to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Ministry may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as loss and damage suffered by the Ministry on account of failure of the Selected Applicant to acknowledge the LOA.

## **2.27 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.6. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.28 Commencement of assignment**

The Agency shall commence the Services within 7 (seven) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency

fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Ministry may terminate LOA. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated.

**2.29 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Ministry or submitted by an Applicant to the Ministry shall remain or become the property of the Ministry. Applicants and the Agency, as the case maybe, are to treat all information as strictly confidential. The Ministry will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Ministry in relation to the Consultancy shall be the property of the Ministry.

### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and financial opening.

The highest Technical score (SM) will be given 100 points. The technical scores of other Proposals will be computed as follows:

$$ST = 100 \times S/SM$$

(S = Technical Score of other agency)

3.1.2 The scoring criteria to be used for evaluation shall be as follows:

1	Experience of Team		
	Project Leader cum Creative Director /	Lumpsum	30 marks
	Content Writer cum Editor		
	Social Media Manager cum coordinator		
	Graphics Designer		
	Profile of the agency / In-house facilities		
2	Details of past campaigns/engagements for government / PSUs, with success metrics		15 marks
3	Approach and Methodology along with presentation by the Applicant team (Proposed Team Leader)	Innovative ideas / suggestions	25 marks
		Strategy Plan for MoPNG / monitoring of social media / social media coverage of important events of the Ministry	30marks
		Total	100marks

#### 3.2 Evaluation of Financial Proposal

3.2.1 In the second stage, the financial evaluation will be carried out as per this clause 3.2. Each Financial Proposal will be assigned a financial score (SF).

3.2.2 The cost of deployment of addition personnel in the Ministry premises as specified in the clause 2.2.9 should be indicated separately in the Financial Proposal in Appendix II. For financial evaluation, the total amount indicated (Total Consultancy Fees) in the Financial Proposal in Appendix II will be considered.

However, the payment for the additional personnel will be made only on the deployment of such personnel upon request from the Ministry.

- 3.2.3 The Ministry will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Agency. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

### **3.3 Combined and final evaluation**

- 3.3.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

- 3.3.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score).

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Ministry shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Ministry shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Ministry for, inter alia, time, cost and effort of the Ministry, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Ministry under Clause 4.1 hereinabove and the rights and remedies which the Ministry may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Ministry during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Ministry to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

“**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Ministry who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Ministry, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Ministry in relation to any matter concerning the Project;

- a. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- c. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Ministry with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Ministry has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Ministry, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Ministry by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Ministry, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Ministry or submitted by an Applicant shall remain or become, as the case may be, the property of the Ministry. The Ministry will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Ministry reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 5.6 The agency shall not use its own name, logo or any other information/publicity on content published on social media platforms of Ministry of Petroleum & Natural Gas.
- 5.7 All material, designs, publications etc shall be property of Ministry of Petroleum & Natural Gas and its intellectual property rights shall vest with Ministry of Petroleum & Natural Gas.
- 5.8 The agency applying should be the firm registered in India with majority of Indian ownership.



## **SCHEDULES**

## Schedule – 1

(See Clause 1.1.1)

### **Terms of Reference (TOR)**

#### **1. Background**

In order to constantly respond to public concerns, generate interest and promote awareness about activities, initiatives and schemes of the Ministry, an active interactive presence on various forms of Social Media including Twitter/Facebook/Instagram/Youtube etc. is proposed. Along with this, tracking of print and social/digital media for Ministry of Petroleum and Natural Gas related developments would form an important part. A professional agency, both for Social Media/Digital media presence and tracking of the same, is envisaged to be appointed for this purpose. Ministry of Petroleum and Natural Gas, Government of India desires to appoint a credible professional agency to manage the social media and Public Relations related on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about the Ministry of Petroleum and Natural Gas and the services that are delivered under the schemes & programmes of Ministry of Petroleum and Natural Gas. The agency must have in-house production facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the firm. Agency must have expertise in these works. The entire data will also be stored / archived and the firm has the responsibility to provide it only to Ministry of Petroleum and Natural Gas, as and when required. The agency will maintain the backup, storage and recovery mechanism for data and provide the services to Ministry of Petroleum and Natural Gas. The Agency shall perform the activities in accordance with the Terms of Reference specified in this Schedule

#### **2. Objective(s) of the Assignment**

The objectives of the Ministry of Petroleum and Natural Gas under social media activities include:

- a) Develop and Deliver digital communications, creative services, setup up and service Social Media Platforms within the overall communication strategy.
- b) Create, update and maintain relevant & defined social destinations.
- c) Track/Monitor print, social/ digital media and
- d) Post responses

#### **3. Scope of Services**

- a. Social media support across all existing platforms like Twitter, Facebook, Instagram, Youtube and other social media platforms available.

- b. Regular posts on all Social Media in Hindi, English as and when required by Ministry.
- c. Creation of Ministry handles on new Social Media platforms as per requirements of Ministry.
- d. Identify influencers to follow and track engagement and interaction with the Ministry followers.
- e. To monitor and manage online engagement, query management, media tracking and reporting.
- f. Preparation of a Social Media Calendar of activities on each Social media platform to drive awareness and engagement.
- g. To increase the audience-reach, and in turn to increase the follower-base of Ministry's social- media handles, social presence analyst.
- h. Provide monthly Status Reports, or as otherwise requested, to Ministry updating the progress of all projects/campaigns undertaken by the Agency.
- i. Coordinate with OMC/PCRA and other organisations' Social Media teams to increase reach and bring about a synergized approach.
- j. Market sentiment analysis with immediate capturing of on-line trends concerning petroleum sector on social media platform and advising on immediate remedial action to be taken.
- k. Make/Provide presentations, graphics and designs as requested by Ministry of Petroleum & Natural Gas.
- l. Monitoring important developments on oil and gas sector on social media.
- m. To liaison with facebook, twitter, instagram and other social media teams in India.

**The scope of service described above is general but not exhaustive i.e. does not mention the entire incidental services required to be carried out for complete execution of the work. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred from there. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the Agency.**

**Note:** The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify the Ministry against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re- survey

/investigations. **All communication / information going out to public domain including Press Releases, Snippets, Interviews, Testimonials, and Creatives, Social Media Posts etc. must be approved by the concerned Officers of Ministry.** 27

#### 4. Teaming Arrangement

The Agency shall constitute following teams:

S No	Key Personnel	Minimum Qualification	Minimum Experience
1	Project Leadercum Creative Director	Graduate / Post Graduate in any discipline.	At least 5 years' experience in journalism or branding or advertising, or marketing.
2	Content Writer	Graduate in Literature/ arts/ mass communication / journalism	At least 3 years' experience in content writing
3	Social Media Manager	Graduate in any discipline	At least 1 years' experience in social media management
4	Graphic Designer	Graduate in any discipline	At least 3 years' experience in graphic designing

1. *The Agency team shall follow the local calendar applicable for the Ministry. Under special circumstances, the Ministry may require Agency to work on holidays.*
2. *The Agency shall submit timesheets and invoices on a quarterly basis.*
3. *The Graphic Designer and Social Media Manager are to be deployed at the Ministry's' office (or any other location specified by the Ministry from time-to-time) as per Ministry requirements. The other personnel may operate from home office location, if deemed suitable. However, the decision of the Ministry in such regard shall be final and binding upon the Agency.*
4. *All approvals have to be taken from the Authorised Representative of the Ministry.*
5. *Hardware & software required to accomplish scope of services described in the TOR will be provided to the agency by the Ministry.*

#### 5. Deliverables and Payments

The Agency shall deliver outputs and deliverables as agreed with the Ministry from time-to-time. An indicative list of outputs is as follows:

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

**6. Project duration**

The duration of assignment is 1 (one) year which is further extendable by one year at a time upto 3 years. The duration of the assignment may be extended by the Client with the consent of the Agency. During the extensions, fee may be revised @ 10% p.a. based upon performance of the agency.

**7. Reporting Structure**

The Agency shall report to the person as authorised by the Ministry.

SCHEDULE-2

*(See Clause 2.1.3)*

**CONTRACT FOR AGENCY'S SERVICES**

Appointment of Agency

for SOCIAL MEDIA MANAGEMENT

**Contract No.** \_\_\_\_\_

\_\_\_\_\_

**between**

The President of India

**and**

\_\_\_\_\_

*[Name of the Agency]*

**Dated:** \_\_\_\_\_

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## AGREEMENT

This AGREEMENT (hereinafter called the “Agreement”) is made on the..... day of the month of ..... 20..., between, on the one hand, the [President of India acting through the Ministry of Petroleum & Natural Gas (hereinafter called the “Ministry” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “Agency” which expression shall include their respective successors and permitted assigns).

### WHEREAS

- (A) The Ministry issued Request for Proposal for Appointment of Agency for Social media management(hereinafter called the “Consultancy”);
- (B) The Agency submitted its proposals for the aforesaid work, whereby the Agency represented to the Ministry that it had the required professional skills, and in the said proposals the Agency also agreed to provide the Services to the Ministry on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Ministry, on acceptance of the aforesaid proposals of the Agency, awarded the Consultancy to the Agency vide its Letter of Award dated ..... (the “LOA”); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### 1. GENERAL

#### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.3;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**Government**” means the Government of India.
- (k) “**INR, Re. or Rs.**” means Indian Rupees;

- (l) “**Member**”, in case the Agency consists of a joint venture, “**Members**” means all of these entities;
- (m) “**Party**” means the Ministry or the Agency, as the case may be, and **Parties** means both of them;
- (n) “**Personnel**” means persons hired by the Agency or by any Sub-Agency as employees and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RFP**” means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- (s) “**Third Party**” means any person or entity other than the Government, the Ministry, the Agency or a Sub-Agency.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Ministry and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of the Ministry and the Agency shall be as set forth in the Agreement, in particular:

- (a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Ministry shall make payments to the Agency in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Ministry has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.10 or to such other person as the Agency may from time to time designate by notice to the Ministry; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Agency may from time to time specify by notice to the Ministry;
- (b) in the case of the Ministry, be given by e-mail and by letter delivered by hand and be addressed to the Ministry with a copy delivered to the Ministry Representative set out below in Clause 1.10 or to such other person as the Ministry may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in the same city as the Ministry's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

### **1.8 Location**

The Services shall be performed at the office of the Ministry in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Agency.

**1.9 Authorised Representatives**

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Ministry or the Agency, as the case may be, may be taken or executed by the officials specified in this Clause

1.9.2 The Ministry may, from time to time, designate one of its officials as the Ministry Representative. Unless otherwise notified, the Ministry Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.9.3 The Agency may designate one of its employees as Agency’s Representative. Unless otherwise notified, the Agency’s Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

**1.10 Taxes and duties**

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Ministry shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

**2.2 Commencement of Services**

The Agency shall commence the Services within a period of 1(one) week from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

If the Agency does not commence the Services within the period specified in Clause 2.2 above, the Ministry may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.

### **2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of [1(one) year] from the Effective Date. Upon Termination, the Ministry shall make payments of all amounts due to the Agency hereunder.

### **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

### **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

### **2.7 Force Majeure**

#### **2.7.1 Definition**

- (A) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (B) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid

or overcome in the carrying out of its obligations hereunder.

(C) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### 2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 2.7.6 Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8 Suspension of Agreement

The Ministry may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to

perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

(i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

## **2.9 Termination of Agreement**

### **2.9.1 By the Ministry**

The Ministry may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Ministry may have subsequently granted in writing;
- b) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Agency submits to the Ministry a statement which has a material effect on the rights, obligations or interests of the Ministry and which the Agency knows to be false;
- e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) the Ministry, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 By the Agency**

The Agency may, by not less than 30 (thirty) days' written notice to the Ministry, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Ministry fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Agency that such payment is overdue;
- b) the Ministry is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Agency may have subsequently granted in writing)

Following the receipt by the Ministry of the Agency's notice specifying such breach;

- c) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) the Ministry fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Agency's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Ministry, the Agency shall proceed as provided respectively by Clauses 3.9 or 3.11 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Ministry shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Ministry):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Agency's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of



termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3 OBLIGATIONS OF AGENCY**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Ministry, and shall at all times support and safeguard the Ministry's legitimate interests in any dealings with Sub-Agencies or Third Parties.

##### **3.1.2 Terms of Reference**

The scope of services to be performed by the Agency is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### **3.1.3 Applicable Laws**

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Agency, as well as the Personnel and agents of the Agency and any Sub-Agency, comply with the Applicable Laws.

#### **3.2 Conflict of Interest**

3.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Agency and Affiliates not to be otherwise interested in the Project

The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Ministry in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Ministry in accordance with the rules of the Ministry. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the

Agency, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Agency nor its Sub-Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Agency not to benefit from commissions, discounts, etc.

The remuneration of the Agency pursuant to Clause 6 hereof shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Ministry shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Ministry shall forfeit and appropriate the performance security, if any, as compensation and damages payable to the Ministry towards, *inter-alia*, the time, cost and effort of the Ministry, without prejudice to the Ministry's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Ministry under Clause 3.2.5 above and the other rights and remedies which the Ministry may have under this Agreement, if the Agency is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Ministry who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Ministry, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Ministry in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Ministry under this Agreement;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Ministry with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Agency, its Sub-Agencies and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Ministry to the Agency, its Sub-Agencies and the Personnel; any information provided by or relating to the Ministry, its technology, technical processes, business affairs or finances or any information relating to the Ministry’s employees, officers or other professionals or suppliers, customers, or contractors of the Ministry; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement

("Confidential Information"), without the prior written consent of the Ministry.

Notwithstanding the aforesaid, the Agency, its Sub-Agencies and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency, its Sub-Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Agencies and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub-Agencies and the Personnel of either of them shall give the Ministry, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub-Agencies or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Agencies or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Agency**

- 3.4.1 The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Agency shall be liable to the Ministry for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to the Ministry's property, shall not be liable to the Ministry:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Accounting, inspection and auditing**

The Agency shall keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Agency's costs and charges); and

### **3.6 Agency's actions requiring the Ministry's prior approval**

The Agency shall obtain the Ministry's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) any other action that is not specified in this Agreement.

### **3.7 Reporting obligations**

The Agency shall submit to the Ministry the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.8 Documents prepared by the Agency to be property of the Ministry**

- 3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Agency (or by the Sub-Agencies or any Third Party) in performing the Services shall become and remain the property of the Ministry, and all intellectual property rights in such Consultancy Documents shall vest with the Ministry. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Ministry under law, shall automatically stand assigned to the Ministry as and when such Consultancy Document is created and the Agency agrees to execute all papers and to perform such other acts as the Ministry may deem necessary to secure its rights herein assigned by the Agency.
- 3.8.2 The Agency shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Ministry, together with a detailed inventory thereof. The Agency may retain a copy of such Consultancy Documents. The Agency, its Sub-Agencies or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Ministry.
- 3.8.3 The Agency shall hold the Ministry harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Agency or its Sub-Agencies or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Ministry.

### **3.9 Equipment and materials furnished by the Ministry**

Equipment and materials made available to the Agency by the Ministry shall be the property of the Ministry and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish forthwith to the Ministry, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Ministry. While in possession of such equipment and materials, the Agency shall, unless otherwise instructed by the Ministry in writing, insure them in an amount equal to their full replacement value.

### **3.10 Providing access to Project Office and Personnel**

The Agency shall ensure that the Ministry, and officials of the Ministry having authority from the Ministry, are provided unrestricted access to the Office and to all Personnel during office hours. The Ministry's official, who has been authorised by the Ministry in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Agency and verify the records relating to the Services for his satisfaction.

### **3.11. Accuracy of Documents**

The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Ministry against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations

## **4 AGENCY'S PERSONNEL**

### **4.1 General**

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Agency's Personnel are described in Annex-2 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Ministry and the Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### **4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Ministry. No other Professional Personnel shall be engaged without prior approval of the Ministry.

4.3.2 If the Agency hereafter proposes to engage any person as Professional Personnel, it shall submit to the Ministry its proposal along with a CV of such person in the form provided at Appendix-I (Form-9) of the RFP. The Ministry may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Agency may propose an alternative person for the Ministry's consideration. In the event the Ministry does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Ministry.

### **4.4 Substitution of Key Personnel**

The Ministry expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Ministry will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Ministry.

### **4.5 Team Leader and Project Coordinator**

The person designated as the Team Leader of the Agency's Personnel shall be responsible for the overall delivery of project and timely and efficient functioning of the team. In addition, the Agency shall designate a suitable person as Project Coordinator (the "Project Coordinator") who shall be responsible for day to day performance of the Services.

## **5 OBLIGATIONS OF THE MINISTRY**

### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Ministry shall make best efforts to ensure that the Government shall:

- (a) provide the Agency and its Personnel with work permits and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agency in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

### **5.3 Payment**

In consideration of the Services performed by the Agency under this Agreement, the Ministry shall make to the Agency such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6 PAYMENT TO THE AGENCY**

### **6.1 Cost estimates and Agreement Value**

6.1.1 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.2, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. .... (Rupees .....).

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.1, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Agency in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Agency shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **6.3 Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

- a. The Agency shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, subject to the Agency fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Agency completes, to the satisfaction of the Ministry, the work pertaining to the preceding stage.
  - (ii) The Ministry shall pay to the Agency, only the undisputed amount.
- b. The Ministry shall cause the payment due to the Agency to be made within 30 (Thirty) days after the receipt by the Ministry of duly completed bills with necessary particulars (the “**Due Date**”).
- c. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and



approved as satisfactory by the Ministry. The Services shall be deemed completed and finally accepted by the Ministry and the final deliverable shall be deemed approved by the Ministry as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Ministry unless the Ministry, within such 90 (ninety) day period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Ministry shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Ministry.

- d. Any amount which the Ministry has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Agency to the Ministry within 30 (thirty) days after receipt by the Agency of notice thereof. Any such claim by the Ministry for reimbursement must be made within 1 (one) year after receipt by the Ministry of a final report in accordance with Clause 6.3 (d). Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- e. All payments under this Agreement shall be made to the account of the Agency as may be notified to the Ministry by the Agency.

## **7 LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1 The Ministry shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Agency, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Agency at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Ministry may make deductions from any subsequent payments due and payable to the Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-4 of this Agreement.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the

Agency, the consequential damages thereof shall be quantified by the Ministry in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

#### 7.2.2 Encashment and appropriation of Performance Security

The Ministry shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2

### 7.3 **Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Ministry, other penal action including debarring for a specified period may also be initiated as per policy of the Ministry.

## 8 **FAIRNESS AND GOOD FAITH**

### 8.1 **Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### 8.2 **Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 9 **SETTLEMENT OF DISPUTES**

### 9.1 **Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### 9.2 **Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**")

shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Additional Secretary, MoP&NG, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### **9.4 Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Delhi, where the Ministry has its headquarters and the language of arbitration proceedings shall be English.

9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Agency and the Ministry agree and undertake to carry out such Award without delay.

9.4.4 The Agency and the Ministry agree that an Award may be enforced against the Agency and/or the Ministry, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf

For and on behalf of

Agency:

Ministry:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

- 1.
- 2.

**Terms of Reference**

**1. Background**

In order to constantly respond to public concerns, generate interest and promote awareness about activities, initiatives and schemes of the Ministry, an active interactive presence on various forms of Social Media including Twitter/Facebook/Instagram/Youtube etc. is proposed. Along with this, tracking of print and social/digital media for Ministry of Petroleum and Natural Gas related developments would form an important part. A professional agency, both for Social Media/Digital media presence and tracking of the same, is envisaged to be appointed for this purpose. Ministry of Petroleum and Natural Gas, Government of India desires to appoint a credible professional agency to manage the social media and Public Relations related on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about the Ministry of Petroleum and Natural Gas and the services that are delivered under the schemes & programmes of Ministry of Petroleum and Natural Gas. The agency must have in-house production facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the firm. Agency must have expertise in these works. The entire data will also be stored / archived and the firm has the responsibility to provide it only to Ministry of Petroleum and Natural Gas, as and when required. The agency will maintain the backup, storage and recovery mechanism for data and provide the services to Ministry of Petroleum and Natural Gas. The Agency shall perform the activities in accordance with the Terms of Reference specified in this Schedule

## **2. Objective(s) of the Assignment**

The objectives of the Ministry of Petroleum and Natural Gas under social media activities include:

- a) Develop and Deliver digital communications, creative services, setup up and service Social Media Platforms within the overall communication strategy.
- b) Create, update and maintain relevant & defined social destinations.
- c) Track/Monitor print, social/ digital media and
- d) Post responses

## **3. Scope of Services**

- a. Social media support across all existing platforms like Twitter, Facebook, Instagram, Youtube and other social media platforms available.
- b. Regular posts on all Social Media in Hindi, English as and when required by Ministry.
- c. Creation of Ministry handles on new Social Media platforms as per requirements of Ministry.
- d. Identify influencers to follow and track engagement and interaction with the Ministry followers.
- e. To monitor and manage online engagement, query management, media tracking and reporting.

- f. Preparation of a Social Media Calendar of activities on each Social media platform to drive awareness and engagement.
- g. To increase the audience-reach, and in turn to increase the follower-base of Ministry's social-media handles, social presence analyst.
- h. Provide monthly Status Reports, or as otherwise requested, to Ministry updating the progress of all projects/campaigns undertaken by the Agency.
- i. Coordinate with OMC/PCRA and other organisations' Social Media teams to increase reach and bring about a synergized approach.
- j. Market sentiment analysis with immediate capturing of on-line trends concerning petroleum sector on social media platform and advising on immediate remedial action to be taken.
- k. Make/Provide presentations, graphics and designs as requested by Ministry of Petroleum & Natural Gas.
- l. Monitoring important developments on oil and gas sector on social media.
- m. To liaison with facebook, twitter, instagram and other social media teams in India.

**The scope of service described above is general but not exhaustive i.e. does not mention the entire incidental services required to be carried out for complete execution of the work. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred from there. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the Agency.**

**Note:** The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify the Ministry against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey /investigations. **All communication / information going out to public domain including Press Releases, Snippets, Interviews, Testimonials, and Creatives, Social Media Posts etc. must be approved by the concerned Officers of Ministry.**

**Deployment of Key Personnel**

The Agency shall constitute following teams:

<b>S No</b>	<b>Key Personnel</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
1	Project Leadercum Creative Director	Graduate / Post Graduate in any discipline.	At least 5 years' experience in journalism or branding or advertising, or marketing.
2	Content Writer	Graduate in Literature/ arts/ mass communication / journalism	At least 3 years' experience in content writing
3	Social Media Manager	Graduate in any discipline	At least 1 years' experience in social media management
4	Graphic Designer	Graduate in any discipline	At least 3 years' experience in graphic designing

- 1. The Agency team shall follow the local calendar applicable for the Ministry. Under special circumstances, the Ministry may require Agency to work on holidays.*
- 2. The Agency shall submit timesheets and invoices on a quarterly basis.*
- 3. The Graphic Designer and Social Media Manager are to be deployed at the Ministrys' office (or any other location specified by the Ministry from time-to-time) as per Ministry requirements. The other personnel may operate from home office location, if deemed suitable. However, the decision of the Ministry in such regard shall be final and binding upon the Agency.*
- 4. All approvals have to be taken from the Authorised Representative of the Ministry.*
- 5. Hardware & software required to accomplish scope of services described in the TOR will be provided to the agency by the Ministry.*



**Payment Schedule**

The Agency shall deliver outputs and deliverables as agreed with the Ministry from time-to-time. An indicative list of outputs is as follows:

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

**Bank Guarantee for Performance Security**

To

[The President of India ]

acting through

.....

.....

.....

In consideration of ..... acting on behalf of the

[President of India ..... ] (hereinafter referred

as the “**Ministry**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to....., having its office at ..... (hereinafter referred as the “**Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Ministry’s Agreement no. .... dated ..... valued at Rs..... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the .....for....., and the Agency having agreed to furnish a BankGuarantee amounting to Rs..... (Rupees.....) to the Ministry for performance of the said Agreement.

2. We,..... (hereinafter referred to as the “**Bank**”) at the request of the Agency do hereby undertake to pay to the Ministry an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Ministry by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.

3. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Ministry stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....).

4. We, .....(indicate the name of Bank) undertake to pay to the Ministry any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

5. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Ministry certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

6. We, .....(indicate the name of Bank) further agree with the Ministry that the Ministry shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Ministry against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Ministry or any indulgence by the Ministry to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Agency(s).

8. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Ministry in writing.

9. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... (Rupees ..... ) only. The Bank shall be liable to pay the said amount or any part thereof only if the Ministry serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [.....] (indicate the date falling 365 days after the Bid

Due Date specified in the RFP)].

Dated, the ..... day of.....20

For .....

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### SCHEDULE-3

#### Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Agencies should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Agencies should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Ministry and a Agency or between Agencies and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Ministry and Agencies:
    - (i) Potential Agency should not be privy to information from the Ministry which is not available to others.
    - (ii) Potential Agency should not have defined the project when earlier working for the Ministry.
  - (b) Agencies and concessionaires/contractors:
    - (i) No Agency should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments.
    - (ii) No Agency should be involved in owning or operating entities resulting from the project.
    - (iii) No Agency should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Ministry who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Agencies. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Ministry. All conflicts must be declared as and when the Agencies become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Agency’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Agency coupled with provision of safeguards to the satisfaction of the Ministry.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Agencies drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when Agencies advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Ministry but which will generate further work for the Agencies. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Agencies to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Agencies should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Ministry at the earliest. Officials of the Ministry involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDICES**

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**  
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

**Sub:** Appointment of Agency for Social media management

Dear Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Agency for Social media management (the "Agency") for

..... The  
e

proposal is unconditional and unqualified.

2. I/We acknowledge that the Ministry will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I/We shall make available to the Ministry any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Ministry to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of



apenalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority forbreachon our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents,including any Addendum issued by the Ministry;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Ministry or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as an Agency.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Ministry [and/ or the Government of India] in connection with the selection of Agency or in connection with the Selection Process itself in respect of the abovementioned Project.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (One Hundred Twenty Days) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Agency, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Ministry or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.  
In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

Form-2

**Particulars of the Applicant**

	Title of Consultancy
	State whether applying as Sole Firm or Company:  Sole Firm
	State the following:  Name of Firm:  Legal status (e.g. sole proprietorship or partnership):  Country of incorporation:  Registered address:  Year of Incorporation:  Year of commencement of business:  Principal place of business:

	<p>Name, designation, address and phone numbers of authorised signatory of the</p> <p>Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of  .....</p>

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref.

Date: To,

.....

.....

.....

Dear Sir,

Sub: Appointment of Agency for SOCIAL MEDIA Management

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert Applicant's name) will act as the Lead Member of our firm.

I/We have agreed that..... (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours

faithfully, (Signature, name and designation of the authorised signatory

For and on behalf of .....

**APPENDIX-I**

**Form-4**

**Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/ daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Agency for Social media management for Ministry of Petroleum & Natural Gas including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Ministry, representing us in all matters before the Ministry, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Ministry in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Ministry.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY

ON THIS..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Form-5

**Financial Capacity of the Applicant**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Professional Fee from Advisory and Consultancy Services (Rs.)</b>
1.		
2.		
3.		
	Average	
<b>Certificate from the Statutory Auditor</b>		
<p>This is to certify that .....(name of the Applicant) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p>Date:                      Name and seal of the audit firm:</p>		

\$\$In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:**

1. Please do not attach any printed Annual Financial Statement.



**Form-6**

**DESCRIPTION OF SOCIAL MEDIA MANAGEMENT METHODOLOGY,  
BRANDING STRATEGY AND ROADMAP IN RESPONDING TO THE  
TERMS OF REFERENCE**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Note:

The Financial quote shall not be mentioned in any place except a financial proposal (Appendix II).

Form-7

<b>Abstract of Assignment of the Consultant</b>			
<b>S No</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Professional Fees Received by the applicant (in Rs Lakh)</b>
1			
2			
3			
4			
5			

The Applicant should provide details of only those assignments that have been undertaken by it under its own name. In case the Applicant has not received the professional fees for the ongoing assignment, the applicant must furnish certificate from client clearly mentioning the scope of work and consultancy fees for the assignment.

In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP.

**Certificate from the Statutory Auditor\$ of [Name of Company]**

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

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\$\$In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Form-8**

**Particulars of Key Personnel**

<b>No</b>	<b>Designation of Key Personnel</b>	<b>Name</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>
	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>

Form-9

**Curriculum Vitae (CV) of Professional Personnel**

1. Proposed Position:[For each position of key professional separate form will be prepared]:
2. Name of Firm:[Insert name of firm proposing the staff]:
3. Name of Staff:[Insert full name]:
4. Brief Profile of Proposed Staff: [Provide summary of proposed staff experience, qualifications and achievements in no more than 250 words]
5. Date of Birth:
6. Nationality:
7. Education:[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
8. Membership of Professional Associations:
9. Other Training:
10. Countries of Work Experience:[List countries where staff has worked in the last ten years]:
11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
From [Year]: To [Year]:

Employer:

Positions held:

13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]  
Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to to handle the tasks listed under point 12.]

Name of Assignment or project:

Employer:

Year:

Location:

Main project

features: Positions

held:

Activities performed:

**Note:**

(Signature and name of the authorised signatory of the Applicant)

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed and dated by both the personnel and Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.