

## Request for Proposal (RFP)

“Hiring of Social Media and Public Relations Agency for Ministry of Civil Aviation(MOCA).”

OFFICE: B Block, Rajiv Gandhi Bhawan, Safdarjung airport,  
Aurobindo Marg, New Delhi-110003

<b>Tender Details</b>	
<b>Tender/Bid Ref. No.&amp; Date</b>	AV-29016/88/2015-ITCellsection-MOCA <b>July 15, 2019</b>
<b>Tender/Bid closing date / time</b>	<b>August 5, 2019 at 1500 Hrs</b>
<b>Technical Bid opening Date &amp; Time</b>	<b>August 5, 2019 at 1530 Hrs</b>

## Table of Contents

S. No.	Contents	Page No
	Disclaimer	4
	Important Information	5
	Background Information	6
1	Objective of Request for Proposal	6
2	Pre-Qualifying (PQ) criteria-Conditions of Minimum Mandatory Eligibility of Applicants	6
3	Submission Procedure and Information for Bidder Applicants	6
4	General Information for Bidder Applicants	7
5	Terms of Reference – Work Scope	7
6	Technical Bid Proposal	7-9
7	Financial Proposal	9
8	Brief Description of selection / Evaluation Process	10-11
9	Appointment of Social Media and PR Agency	11
	Annexure – I: General Terms and Conditions-	12-19
	Annexure – II: Terms of Reference (TOR) – Work Scope	20-23
	Annexure – III: Pre-Qualification Criteria	24-26
	Appendix – I : Technical Bid Proposal	24-53
	Appendix – II: Financial Proposal	54-55
	Appendix – III: Other Standard Forms	56-62
	<b>ANNEXURE – I : GENERAL TERMS AND CONDITIONS</b>	
1	General Terms	12-13
2	Submission of Bids Procedures	14
3	Subcontracting OR Assignment	14
4	Other Terms	14
5	Proposal Due Date	15
6	Bid Security	15
7	Performance Security Deposit	16
8	Discussions with bidder before Release of Contract	16
9	Documentation	16
10	Rejection of Proposals (Technical and Financial Proposals)	16
11	Exit Clause / Termination of the Agreement	17
12	Jurisdiction	17
13	Force Majeure	17
14	Invoicing and Payment Clause	17
15	Penalties for delay/deficient/non-performance	17
16	Confidentiality/ Non-Disclosure Agreement	18
17	Conflict of Interest	18
18	Other General Terms	18-19

	<b>ANNEXURE – II : TERMS OF REFERENCE (TOR) –WORK-SCOPE</b>	
1	Objectives	20
2	Work Scope for the Social Media and PR AGENCY	20
3	Deliverables by the PR Agency	20-21
4	Key Personnel	22
5	Mandatory requirements for Key Personnel to be completed by Bidder Applicant	22
6	Period, Time frame for completion of work	23
	<b>ANNEXURE – III : PRE-QUALIFICATION CRITERIA</b>	
1	Mandatory Minimum Eligibility Criteria	24-26
	<b>Appendix-I: Technical Proposal Evaluation</b>	
1	Form-1: Pre-qualification Eligibility	27-30
2	Form-2: Letter of Technical Proposal	31-32
3	Form-3: Parameters for Technical Evaluation	33-34
4	Form-4: Particulars of the Bidder Applicant	35-37
5	Form-5: Similar Assignments of Bidder Applicant	38
6	Form-6: Abstract of Similar Assignments of the Bidder Applicant	39
7	Form-7: Background of the Project Director	40
8	Form-8: Background of the Team Leader	41
9	Form-9: Particulars of Key Personnel	42
10	Form-10: Curriculum Vitae (CV) of Key Personnel	43
11	Form-11: Similar Assignments of Key Personnel	44
12	Form-12: Abstract of Eligible Assignments of Key Personnel	45
13	Form-13: Write up on Bidder Applicant's comprehension of MoCA's requirements	46
14	Form-14: Approach, methodology and work plan	47
15	Form-15: Compliance confirmation Certificate -Locations-PQ Criteria no.2	48
16	Form-16: Compliance confirmation Certificate-Turnover and Experience-PQ Criteria nos.1 and 4	49-50
17	Form 17:-SLAs and Penalties	51-53
	<b>Appendix-II-Financial Proposal Evaluation</b>	
18	Form-1: Letter of Financial Proposal	54
19	Form-2: Financial bid	55
	<b>Appendix-III: Other Standard Forms</b>	
20	Form-1: Check list of MUST Conditions	56-57
21	Form-2: Statement of Legal Capacity	58
22	Form-3: Non-Disclosure Agreement	59-62

## DISCLAIMER

The information contained in this tender document (the “**Tender**”) or subsequently provided to Bidder(s) whether verbally or in documentary or any other form by or on behalf of Ministry of Civil Aviation, floated by Air India, is under the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an invitation by Air India to the prospective Bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Air India makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the Tender process.

Air India also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. Air India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

Any information / documents including information / documents pertaining to this Tender or subsequently provided to Bidder(s) and/or the Selected Bidder and information / documents relating to the Tender process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the provision / implementation of Public Relations services to be provided to Air India pursuant to this Tender is not subject to disclosure as public information/ documents.

The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Air India or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Air India shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.

## Important Information

1	RFP Ref. No	Tender No. AV-29016/88/2015-ITCellsection-MOCA
	Last date for receiving queries / clarifications from Bidder Applicants	July 25,2019
	Last date of hosting of clarifications / Amendments by Air India, if any	July 29, 2019
	Last date and time for submission of Proposal	August 5, 2019 at 1500 Hrs
	Place of submission of Bids	Sr Manager - Corporate Communications 5 <sup>th</sup> Floor, Air India Limited Airlines House, 113 Gurudwara Rakabganj Road New Delhi-110001
	Proposed Due Date and Time of Opening Technical Proposal (PDD)	August 5, 2019 at 1530 Hrs
	Place of Opening Technical Proposal	Corporate Communications Department Air India Ltd, 5th Floor, Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110001
	Validity of Proposals	180 days from Last Date of submission of Proposal
	Bid Security	Rs. 5,00,000/- (Rs. Five Lacs only)
	Address of Communication	Senior Manager Corporate Communications Department 5th Floor, Airlines House, 113, Gurudwara Rakabganj Road,New Delhi-110001. Ph. No.011-23422111 e-mail - <a href="mailto:iaprhq@airindia.in">iaprhq@airindia.in</a>

The Proposals will be opened in presence of Bidder Applicant's representative who chooses to attend the public opening of the Proposals. Bidder Applicant's representatives must carry a letter of authority on the Bidder Applicant's letter-head, from the authorized signatory of the Bidder Applicant firm in the format given at Appendix – III : Form15 in this RFP authorizing them to attend a, or any other valid document, authorizing them to attend the public opening of the proposals, failing which they will not be permitted to participate in the Proposal opening process.

## Background Information

- a) Located at Rajiv Gandhi Bhavan at the Safdarjung Airport in New Delhi, Ministry of Civil Aviation (hereinafter referred to as MoCA), Government of India is responsible for formulation of national policies and programmes for the development and regulation of the Civil Aviation sector in the country. It is responsible for the administration of the Aircraft Act, 1934, Aircraft Rules, 1937 and various other legislations pertaining to the aviation sector in the country.
- b) This Ministry currently exercises administrative control over attached and autonomous organizations like the Directorate General of Civil Aviation, Bureau of Civil Aviation Security and Indira Gandhi Rashtriya Udan Academy and affiliated Public Sector Undertakings like National Aviation Company of India Limited, Airports Authority of India and Pawan Hans Helicopters Limited. The Commission of Railway Safety, which is responsible for safety in rail travel and operations in terms of the provisions of the Railways Act, 1989 also comes under the administrative control of this Ministry.
- c) The roles and functions assigned to this Ministry may however change depending upon the policies and decisions of the Government of India.  
Further details about the Ministry are available on its website <https://civilaviation.gov.in>

## 1. Objective of Request For Proposal (RFP)

Air India on behalf of Ministry of Civil Aviation intends to select Social Media and PR Agency through an open competitive bidding process and invites proposals comprising Technical Proposal and Financial Proposals (the “**Proposal**”), under two bid system with separate Technical Proposal and Financial Proposal, for the selection of engaging the services of an experienced Social Media and PR Agency selected pursuant to this Tender (hereinafter referred to as the “**Selected Bidder**”) to work closely with the media, including social media, and other stake holders, with a view to enhance the public and media perception of Ministry of Civil Aviation.

The Bidder(s) are requested to submit their quotations as per the requirements given in the annexures, and terms and conditions of the Tender.

Air India will select a Social Media and PR Agency from Bidder Applicants who will be submitting their proposals as prescribed in this "RFP". Detailed work-scope of the Consultancy has been described in the Terms of Reference - Work-scope (the “**TOR**”).

## 2. Pre-Qualifying (PQ) criteria-Conditions of Minimum Mandatory Eligibility of Applicants

Applicants must read carefully the minimum conditions of eligibility provided at Annexure-III and provide compliances statements for each of the Mandatory Pre-qualification (PQ) eligibility criteria as noted.

Proposals of the Bidder Applicants who fulfill the pre-qualification requirements, and submit documentary supports in proof thereof along with the Technical Proposal, will only be eligible for evaluation of the Technical Proposals.

Bidder Applicants are required to indicate the compliance status for each of the PQ criteria by stating Yes or No. No to any one of the criteria will result in disqualification of the bid as these are mandatory PQs.

## 3. Submission Procedure and Information for Bidder Applicants

- a. Bidder Applicants are required to submit their Proposals in HARD COPIES in two separate sealed envelopes, kept in Master Envelope as under -

1. First Sealed Envelope duly super-scribing “AV-29016/88/2015-ITCellsection-MOCA (Technical Proposal)” consists of –
  - i. Pre-Qualifying Eligibility Criteria, Appendix – I: Form -1, along with all the supporting documents evidencing eligibility.
  - ii. All supporting documents related to eligibility criteria and Forms at Annexure - III
  - iii. BID Security – EMD, (Bank Draft/Pay order)
  - iv. Technical Proposal Appendix-I: Form-2 containing Undertaking/Certificate on Bidder Applicant’s letter head stating the acceptance of all terms and conditions
  - v. All supporting documents related to Technical Proposal with the other Technical proposal forms declaring information/details as at Appendix – 1 Forms 3 to 17

Note: *There should be no indication whatsoever, of any pricing information in the Technical Proposal. Indicating any pricing information in the technical bid will lead to rejection of Technical Proposal.*

2. Second Sealed Envelope duly super-scribing "AV-29016/88/2015-ITCellsection-MOCA Appointment of Agency for Social Media and PR Agency for MoCA (Financial Proposal)" consists of -
  - i. Financial Proposal, Appendix – II: Form – 1 & Form –2
3. Third Sealed Master Envelope duly super-scribed "AV-29016/88/2015-ITCellsection-MOCA Appointment of Agency for Social Media and PR Agency for MoCA", due for opening on 20th June 2019 at 1530 Hrs should contain above two separate sealed envelopes of Technical Proposal and Financial Proposal, and should be submitted in the RFP box placed at the address given below:-  
Last date of receipt of Proposals is 5<sup>th</sup> August 2019 latest by 1500 hours IST.

**Senior Manager  
Corporate Communications Department  
5th Floor, Airlines House,  
113, Gurudwara Rakabganj Road,  
New Delhi-110001. INDIA**

- b. Proposals (Technical and Financial) should be submitted on Bidder Applicant's letterhead with relevant support sheets in A4 size should be properly hard bound, each page duly serial numbered, duly signed and stamped on every page by authorized signatory along-with stamp of Bidder Applicant.
- c. While submitting the Proposals, 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.
- d. All pages of Technical Proposal & Financial Proposal must be numbered and signed by authorized signatory of Bidder Applicant.
- e. Names of the Bidder Applicant submitting Proposals must be stated on each of the three sealed envelopes i.e. individual sealed envelopes containing Technical Proposal and the envelope containing Financial Proposal and on Master sealed Envelope containing separate envelopes of the Technical Proposal and Financial Proposal.

#### **4. General Information for Bidders**

- a. The General terms and conditions required to be noted for compliances by the potential bidders are stated at **ANNEXURE - I**.
- b. The Proposal shall be valid for a period of not less than 180 (One Hundred And Eighty) days from the notified last date of submission for Proposals.
- c. Air India is not responsible for the quotation lost in transit or not received in time including postal delay.
- d. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- e. Any queries with regard to this RFP may be addressed to:

Address of Communication	<b>Senior Manager Corporate Communications Department 5th Floor, Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110001.</b>
--------------------------	---

#### **5. Terms of Reference – Work Scope**

Detailed Work-scope, Key Personnel, Deliverables have been given in **ANNEXURE - II**

#### **6. Technical Bid Proposal**

- I. The Bidder Applicants shall submit Technical Proposals in the formats specified at **Appendix – I** (the "Technical Proposal"). The formats of the Pre-qualification and Technical Proposal to be submitted as per Appendix-I (Forms 1 to 17) and Appendix-III (Forms 1 to 3).
- II. The Technical Proposal shall provide the information, for which general requirements are indicated in the following parts, using the standard forms specified at **Appendix - I**.
  - (a) Bidders are required to carefully read the mandatory requirements of the Pre-Qualification (PQ)

- criteria as laid out at Annexure-III and fill up the format at **Appendix-I-Form 1** and attach the documents as required therein in support of the declarations made therein. Based on the bid responses here, Bidder Applicant will qualify for next stage of Technical Evaluation.
- (b) **Appendix - I: Form-2** is a sample letter of Technical Proposal which is to be submitted along with the Technical Proposal.
  - (c) For enabling Technical Evaluation of the bids further by assigning weightage/marks based on the criteria, such as overall experience in PR Agency, airlines experience, team numbers and capabilities, the bidders responses as indicated in the **Appendix-I-Form 3**, next stage of Technical Evaluation would be carried out.
  - (d) A brief description of the Bidder Applicant's Profile shall be provided in format at **Appendix – I: Form-4**.
  - (e) Provide details of Social Media and PR Agency assignments undertaken in past ere similar to the proposed PR assignment for MoCA, as per the format at **Appendix – I: Form-5**.
  - (f) **The assignments to be included for the eligibility under this tender shall not pertain to the period Five years prior to F. Y. 2017-18.**
  - (g) Information should be provided only for those PR assignments for which the Bidder Applicant was legally contracted for the Social Media and PR Agency and undertaken/carried out by the Bidder Applicant under its own name.
  - (h) Public Relations assignments completed by individual professional person working privately or through other Agencies cannot be claimed as the experience of the Bidder Applicant, but can be included/claimed by the professional personnel themselves in their CV's, for the Key personnel offered/designated for MoCA assignment.
  - (i) The Bidder Applicants should substantiate the claimed experience in the Proposal and must submit copy of the letter of award/ copy of contract (after scoring out financials, if required) for all the assignments mentioned in their Proposal.
  - (j) The Bidder Applicant shall provide the abstract of Similar Assignments of Bidder Applicant along with the certificate from the current year's statutory auditors in the format at **Appendix – I : Form-6**. Bidder Applicants shall provide documentary evidence from the client i.e. copy of letter of award/work order, contract document for each Similar Assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal.
  - (k) A brief background of the proposed Project Director and Team Leader [Refer **Appendix – I : Form-7 & Form-8**], his/her experience which would be relevant to the PR Agency work, his/her experience in leading a team of subject matter experts for the assignments similar to this PR Agency tasks. Background of the Team Leader shall be provided in the format mentioned at **Appendix I : Form-8**.
  - (l) The Team Leader-PR throughout the period of the assignment is expected to be based out at National Capital Region (NCR) at PR Agency's costs as MoCA Headquarter is based in Delhi to ensure regular discussions, meetings and feedback with the senior management officials of MoCA on the assignment status.
  - (m) Details about proposed Key Personnel as mentioned at **Appendix – I : Form-9** and Curriculum Viate of each of the Key Personnel duly signed by the Key Personnel and the authorised person of the Bidder Applicant as mentioned at **Appendix – I : Form-10**. Key Personnel shall have the required experience capable to undertake the responsibilities stated at Clause 4 of ANNEXURE-II.
  - (n) Details of Eligible Assignments undertaken in past by each of the Key Personnel in the format mentioned at **Appendix – I : Form-11**. These assignments shall not pertain to the period five years prior to F. Y. 2017-18.
  - (o) Abstract of the Eligible Assignments undertaken by each of the Key Personnel in the format mentioned at **Appendix – I : Form-12**.
  - (p) Write-up exhibiting Bidder Applicant's comprehension of the objective of the RFP, TOR and MoCA's requirements is to be given at **Appendix – I : Form-13** The write-up shall explain how the Bidder Applicant, with its proposed Approach and Methodology, Work Plan and subject matter experts will be able to achieve the objectives for MoCA.
  - (q) The Bidder Applicant shortlisted upon the evaluation of the Technical Proposal, Part -1, whose technical bid proposal at **Appendix-I-Form 3**, is to be evaluated along-with the declarations provided in **Appendix-I Forms 2 to 17**, shall be required to make power point presentation on the above to Air India's Senior management team at Air India, Headquarters, Delhi, at the time of Technical Proposal final evaluation.



- (r) A description of the approach, methodology and work plan for performing the Social Media and PR for MoCA covering following subjects as detailed at **Appendix – I : Form-14**.
    - a. Approach and Methodology,
    - b. Work plan, and
    - c. Team Details.
  - (s) Client references as per the eligibility criteria
  - (t) Other value adding features which can be included by the bidder to present the strengths of their technical bid.
- III. While submitting the Technical Proposal, the Bidder Applicant shall, in particular, ensure that
- a. All the required information/details is submitted in the prescribed formats and signed by the authorised signatories;
  - b. The Bidder Applicant has quoted for all the services mentioned in the Work scope/TOR. Proposals offering partial or conditional services shall lead to the rejection of the technical bid proposal.
  - c. Power of Attorney, if applicable, is executed as per Applicable Laws;
  - d. Requirements relating to disclosure of details for Key Personnel as stated at ANNEXURE-II have been complied with.
  - e. The Proposal shall be considered responsive only if:
    - i. The Technical Proposal is received in the forms as specified at **Appendix –I** ;
    - ii. It is received before or by the Proposal Due Date including any extension thereof.
    - iii. It is accompanied by the Bid Security as specified.
    - iv. It contains all the information (complete in all respects) as requested in the RFP;
    - v. It does not contain any condition or qualification; and
    - vi. The Technical Proposal shall not include any financial information relating to the Financial Proposal
  - f. Failure to comply with the requirements spelt out in this Clause, shall make the Proposal liable to be rejected.

## **7. Financial Bid Proposal:**

A. Bidder Applicants should quote rates which will be valid for the entire period of contract from the date of signing of contract. The charges indicated in Financial Bid should cover the manpower and all other costs connected with the performance of the required services under the arrangement of in this tender. Applicable Tax (like service tax) should be quoted separately. MoCA will not make any other payment towards the services except those indicated/quoted in the Financial Proposal.

B. Financial Bid requires lump sum amount to be quoted. Accordingly Bidder Applicant shall submit the Financial Proposal in the formats at specified **Appendix - II** (the “**Financial Proposal**”) clearly indicating the total charges towards the Social Media and PR Agency services over the 2 years period to MoCA, as per **Appendix – II : Form 1 & Form 2**, in both figures and words, in Indian Rupees, and signed by the Bidder Applicant’s Authorized 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.

- i. While submitting the Financial Proposal, all the costs associated with the Social Media and PR Agency shall be included in the Financial Proposal.
- ii. 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..
- iii. The total amount shall be expressed in INR.
- iv. **Taxes:**
  - a. All applicable taxes must be factored into by the Bidder Applicants while submitting their Proposal and reflected separately and transparently in their Financial Proposals.
  - b. The applicable taxes would be payable upon invoicing from the selected Bidder Applicant who need to be registered with the Service authorities for PR Agency services and who would have provided such registration no. in the disclosure details in the Bidder Applicants profile.
  - c. Deduction (applicable TDS) will be made by MoCA as per prevailing rules.
  - d. MoCA shall issue the relevant certificates for tax deducted at source (TDS), from the payments due to the Agency in accordance with applicable laws in India.

- C. While submitting the Financial Proposal, the Bidder Applicant shall ensure the following –
- I. **The Bidder will submit the Financial Proposal for Work-scope.**
  - II. MoCA, without any obligation on its part, shall have the sole right to discontinue the services as per the provisions contained under Termination clause.

## **8. Brief Description of Selection / Evaluation Process:**

- a. Air India shall open the Technical Bid Proposals at appointed time on the Proposal Due Date, Air India, Corporate Communications Department, 5<sup>th</sup> Floor, Airlines House, New Delhi-1. in the presence of the Bidder Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first for the responsive Proposals. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.
- b. Air India reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Air India in respect of such Proposal.
- c. Bidder Applicants are advised that selection shall be entirely at the discretion of Air India. Bidder Applicants shall be deemed to have understood and agreed that Air India shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or selection.
- d. Any information contained in the Proposal shall not in any way be construed as binding on Air India, its agents, successors or assigns, but shall be binding against the Bidder Applicant if the contract is subsequently awarded to PR Agency. Air India reserves the right at its sole discretion to seek whatever information, documents, etc. from the Bidder Applicant, as it may consider necessary for the purpose of evaluation of the Proposal.
- e. **Inspection** : As part of the evaluation of the Technical Bids, Air India reserves the right to inspect, at the time of Technical Bid Evaluation, at its own cost the facility / facilities of the Bidders in order to assess their infrastructure and capability for carrying out the Contracted assignments as indicated in this Tender.

### **8.1 Pre-qualification (PQ) Mandatory Eligibility Criteria Evaluation –Technical Evaluation:**

- a. In the first phase i.e. Phase-I, on the date of opening of the Bids, only the Technical Bids would be opened and the qualifying Bidder(s) shall be shortlisted by Air India on the basis of the mandatory minimum eligibility i.e. Pre-Qualification (PQ) criteria.
- b. The Financial Bids would be kept in the custody of Air India Corporate Communications department in the same sealed/closed condition as received from the Bidder.
- c. Bids submitted by all the bidders would first be scrutinized for eligibility as per the PQ 'Eligibility Criteria' specified at Annexure-III with the supporting documents provided by the bidders with their declarations made in the Form-2 of the Appendix-I.
- d. Bids not complying with any one of the mandatory PQ eligibility criteria will be rejected and will not be considered for further evaluation.
- e. Bids qualifying the PQ mandatory eligibility criteria evaluation stage would be considered for technical evaluation.
- f. Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders in the bids will be subject to verification, whenever required.

### **8.2 Technical Proposal Evaluation - Technical Evaluation:**

- a. In the second phase i.e. Phase-II, for those shortlisted Bidder(s), there would be two stage evaluation based on assignment of marks as detailed later in the evaluation criteria, consisting of first stage evaluation based on strengths of the Bidder as evidenced by documents and based on the quality assessment of their potential capabilities to deliver and execute the work scope through the presentations in second stage to be conducted by each of the shortlisted Bidders of the first stage of Phase-II evaluation.

- b. The shortlisted Bidders who qualify the first scrutiny (Eligibility Criteria) of the technical evaluation as per above clause 8.1 would then be evaluated based on Technical Evaluation for **100 marks**. These 100 marks are divided in two parts.
- i. Part – 1 – Technical Evaluation based on parameters, as per the criteria listed at Part – 1 of **Appendix-I-Form 3. (Maximum total 60 marks)**. Only bidders who scores **minimum Fifty (40) marks will qualify for Part -2** of Technical Evaluation (Presentation) as under.
  - ii. Part – 2 – Technical Evaluation based on Presentation, as per the criteria listed at Part – 2 of **Appendix-I-Form 3. (Maximum total 40 marks)**. Only bidders who scores **minimum Thirty (30) marks** will be considered for Financial Evaluation.
  - iii. Marks obtained in Part – 1 (Forty and above Forty) and Marks obtained in Part – 2 (Thirty & above Thirty) will be added as a Total Minimum evaluated marks 70 required under Technical Proposal Evaluation for next stage of qualification for Financial bids.
  - iv. The scores of the selection of the two stages of Phase-II would be aggregated and the bidder agencies would be evaluated as technically qualified for opening of Financial bids.
  - v. The Technical and Financial proposals shall be evaluated on the basis of the quality as well as the cost of the services, i.e. QCBS method shall be applied. Under QCBS method, Air India shall assign a weightage of 70:30 to technical and financial proposals.
- c. Bidders shall be intimated by email with regard to date, time, venue and other details for the presentation to be made by Bidder Applicants.
- d. Presentation to Air India Team during the Technical Evaluation will be on Bidder Applicant's own costs.

### **8.3 Financial Proposals Evaluation**

- a. After the technical evaluation, Air India shall prepare a list of shortlisted Bidder Applicants for opening of their Financial Proposals who will be notified in advance and invited for the financial bid opening at office of Air India, Corporate Communications Department, 5<sup>th</sup> Floor, Airlines House, New Delhi-1.
- b. Before opening of the Financial Proposals, the list of Bidder Applicants who are shortlisted after complete technical evaluation of their Technical Proposals, will be read out on the day of opening of financial bids.
- c. The opening of Financial Proposals and announcement of the quoted rates shall be done in presence of respective representatives of Bidder Applicant who choose to be present.
- d. Air India will not entertain any query or clarification from Bidder Applicants who fail to qualify at any stage of the Selection Process.
- e. The date, time and venue of opening of the Financial Proposals would be intimated in advance to the Bidder Applicants who have been evaluated and declared technically qualified, and their authorized representatives only would be permitted to participate in the opening of the Financial Proposals. Each financial bid will be assigned a Financial Score (FS). The duly constituted committee shall determine whether the Financial/Price Bids are complete, qualified and unconditional.
- f. The Lowest Financial/Price Bid will be given a Financial Score (FS) of 100 points. The Financial Scores of other applicants shall be computed accordingly.
- g. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in quoting any charges shall not entitle the selected entity to claim additional charges later and require it to be compensated. The liability to fulfill its obligations as per the TOR shall be of the bidding party to meet all tender requirements within the total quoted price shall be that of the Social Media and PR Assignment during the entire contracted period of 2 years.

### **8.4 Final Evaluation of Bids**

The Bids will finally be ranked according to their Combined Score (CS) ascertained by combining Technical Score (TS) and Financial Score (FS) as per computation given hereunder:

CS =	(TS x TW) + (FS x FW)
------	-----------------------

TW = 0.70 (weights assigned to Technical Bids)

FW = 0.30 (weights assigned to and Financial Bids)

Final selection of the PR Agency will be based on the QCBS evaluated bid. The contract will be awarded to the selected bidder/applicant agency (getting highest Combined Score).

#### **8.4.1 Award**

After the Bidder Applicant selection as per process under clause 8 above and discussions with Bidder Applicant, a **Letter of Award (the "LOA") shall be issued by Ministry of Civil Aviation (MoCA) to the successful Bidder Applicant** (in duplicate) and the successful Bidder Applicant shall, within **7 (seven) days** of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

#### **8.4.2 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the successful Bidder Applicant, it shall execute the Agreement within **15 days**. Until the execution of the Agreement containing detailed terms, the terms indicated in the tender read with the bid response would form the basis for governing the services under the arrangements awarded under the LOA.

#### **8.4.3 Commencement of the Assignment**

The successful Bidder Applicant who has thus acknowledged the LOA and executed the Agreement (the **"Social Media and PR Agency"**) shall commence the PR services for **MoCA within 7 (seven) days** of the date of the LOA or such other earlier date as may be mutually agreed. If the Selected Agency fails to either sign the Agreement as specified above or commence the assignment as specified herein, the Bid Security of the successful Bidder Applicant shall be forfeited and appropriated.

GENERAL TERMS AND CONDITIONS**1. General Terms****a. General Instructions-**

- i. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this **Social Media and PR Agency** are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the assignment, it may participate in the Selection Process in response to this invitation. The term applicant (the "**Bidder Applicant**") means the **Social Media and PR Agency**. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- ii. Bidder Applicants are advised that the selection of **Social Media and PR Agency** shall be on the basis of an evaluation by the Air India through the Selection Process specified in this RFP. Bidder 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 Air India's decisions are without any right of appeal whatsoever.
- iii. The Bidder Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form specified at **Appendix-I**; and the Financial Proposal shall be submitted in the form specified at **Appendix-II**. Upon selection, the successful Bidder Applicant shall be required to enter into an agreement with MoCA (the "**Agreement**").
- iv. The Bidder Applicant shall submit the proposal in Hardcopy (bound book form in A4 size) with all pages numbered serially with an index of submissions in the order listed at Checklist for tender submission.

**V. Number of Proposals** -No Bidder Applicant shall be entitled to submit more than one Proposal.

**b. Air India's Right to Accept or Reject Any or All Bids**

Air India reserves the right to accept or reject any Proposal and annul the bidding process or even reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder Applicant(s) or without any obligation to inform the affected Bidder Applicant(s) about the ground for the Air India's action. Air India reserves the right to accept or reject any Technical Proposal submitted by the Bidder Applicant.

**c. Liabilities of Air India**

This RFP is not an offer by Air India, but an invitation for Proposal. No contractual obligation on behalf of the Air India/MoCA, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of MoCA and the Bidder Applicant. However, until a formal contract is prepared and executed, this offer together with MoCA's written acceptance and notification of award shall constitute a binding contract with the Bidder Applicant.

**d. Amendment of Bidding Document**

At any time prior to one week of the closing date for receipt of the Proposals, Air India may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective Bidder Applicant, modify the RFP document by an amendment in consultation with MoCA.

The amendment will be notified by posting the same on website [www.airindia.in](http://www.airindia.in). In order to afford prospective Bidder Applicants reasonable time to consider the amendments in preparing their Proposals, Air India may, at its discretion, extend the target date for the submission of the Proposal and the same will be notified on the said website.

**e. Contents of Bidding Document**

The Bidder Applicant is expected to go through all the instructions, terms, forms and specifications of the RFP document. Failure to furnish all information required by the RFP document or submission of Proposal not substantially responsive to the RFP document in every respect will be at Bidder Applicant's risk and may result in the rejection of the Proposal.

**f. Language of Proposals**

The Proposals prepared by the Bidder Applicant and all correspondence and documents relating to the Proposals exchanged by the Bidder Applicant, must be written in English. All supporting document or printed literature shall be submitted in English only and in case any of these Documents is in another language, it must be accompanied by an accurate certified translation of the relevant

passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

**g. Bid Prices**

Bidder Applicants should quote rates which will be valid for the entire period of contract from the date of signing of contract. The charges indicated in Financial Bid should cover the manpower and all other costs connected with the performance of the required services under the arrangement of Social Media and PR Agency in this tender. Applicable Tax (GST) should be quoted separately. MoCA will not make any other payment towards the services except those indicated/quoted in the Financial Proposal.

**h. Validity of Proposals**

Proposals shall remain valid for 180 days from date of submission mentioned in this document. A Proposal valid for shorter period will be rejected by Air India. The Bidder Applicants may be required to give consent for the extension of the period of validity of the Proposal beyond initial 180 days, if so desired by Air India in writing or by email. Refusal to grant such consent would result in rejection of Proposal without forfeiture of the Bid Security. However any extension of validity of Proposals will not entitle the Bidder Applicant to revise/modify the Proposal for higher amount or any unfavorable terms for MoCA.

**i. Revealing of Prices**

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the Proposal except in the Financial Proposal. Otherwise it will lead to the Proposal being rejected.

**j. Sealing and Marking of Bids**

The Bidder Applicant shall **stamp and sign on all the Proposal documents**. Non-compliance may lead to such Proposals being rejected.

**k. Last date of receipt of Proposals**

Bids must be received by Air India at the address specified not later than the time and date specified there in. Air India may at its discretion extend the Proposal submission date. The modified target date and time will be notified on the web site of Air India.

**l. Late Submission of Proposals**

Any Proposal received by Air India after the notified closing date and time will be rejected and / or returned unopened to the Bidder Applicant at their risk and responsibility.

**m. Modification and Withdrawal**

The Proposal shall contain no alterations, erasures or over writing except as necessary to correct errors made by the Bidder Applicant, in which case such corrections shall be duly confirmed under signature of the person(s) signing the Proposal, failing which the RFP is liable to be rejected. Proposals once submitted will be treated as final and no further correspondence will be entertained on this. No Bidder Applicant shall be allowed to withdraw the Proposal or amend their sealed bids, even in the case of any extension of last date of bid submission. The Bid Security in such eventuality shall be forfeited and all interests/claims of such Bidder Applicant shall be deemed as foreclosed.

**n. Bid Currency**

- i. The financial evaluation will be done in terms of INR. Bidder Applicants shall submit their Proposals in INR only.
- ii. All payments to the Social Media and PR Agency shall be made in INR.

**o. Preliminary Examination**

The Proposals will be examined by Air India to determine whether they are complete, and whether the Proposals are generally in order. A Proposal determined as not substantially responsive will be rejected.

**p. Contacting Air India, lobbying or putting outside influence**

Any effort on the part of the Bidder Applicant to influence Proposal evaluation process or award of contract decision may result in the rejection of the Proposal.

**q. Cost of Proposal**

The Bidder Applicant will bear all cost(s) associated with the preparation and submission of Proposal, including cost of presentation(s). Air India will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**r. Clarifications by Air India**

If deemed necessary, Air India may seek clarifications on any aspect from the Bidder Applicant. However that would not entitle the Bidder Applicant to change or cause any change in the substance

of the Proposal already submitted or the price quoted. The Bidder Applicant will be asked to give presentation. All expenses for this purpose, as also for the preparation of the documents and other meetings/presentations, will be borne by the Bidder Applicants.

**s. Clarifications on RFP by Bidder Applicants**

Interested Bidder Applicants can seek clarification on RFP from Air India by submitting their queries either through e-mails or by participating in pre-bid meeting. Clarifications will be published on the Air India website (<http://www.airindia.in>), up to 7 days before closing dates. No individual clarifications will be sent to the Bidder Applicants.

The queries should be submitted on or before the last date for submission of queries for clarifications as mentioned in RFP. Any query submitted after the expiry of the time line for submission of queries will not be entertained. The response to the queries shall be placed on the airline's website [www.airindia.in](http://www.airindia.in).

**2. Submission of Bids-Procedures**

**a. Format and signing of Proposal**

- i. The Bidder Applicant shall provide all the information sought under this RFP. The Air India would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- ii. The Bidder Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". **The Proposal shall be typed in English and signed by the authorised signatory of the Bidder Applicant on each page. In case of printed and published Documents, each page shall be signed.** All the amendments made to the Proposal shall be signed by the authorised signatory. The Proposals must be properly signed by the authorised representative (the "Authorised Representative").
- iii. Bidder Applicants should note the Proposal Due Date, as specified in **Important Information** Section in the outset of the Proposal. The evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified therein. Bidder Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission. For the avoidance of doubt, the Air India reserves the right to seek clarifications.

**3. Subcontracting OR Assignment - MUST**

No Sub-contracting or Assignment will be permitted except to the extent of the Associate arrangement at outside India locations, subject to the obligations and responsibilities of the Selected bidder to remain unaffected towards MoCA for which MoCA would continue to be indemnified by such selected bidder.

In the case of reconstitution of the selected agency, MoCA, at its discretion will allow.

Such approval by MoCA is to be provided in the form of written approval, subject to the bidder providing all documentary evidences in support of such incorporation changes.

The reconstituted entity to continue to perform on the awarded terms and conditions accordingly. Otherwise, such change not notified and agreed by MoCA, would be sufficient grounds for termination action under this RFP for MoCA.

**4. Other Terms**

- a. It shall be deemed that by submitting the Proposal, the applicant/Bidder Applicant agrees and releases Air India/MoCA, 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 and / or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- b. Air India/MoCA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by Air India.
- c. The Bidder Applicant shall provide all the information sought under this RFP. Air India will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and / or conditional Proposals shall be liable for rejection.
- d. Bidder Applicants are advised that pre-qualification of applicants are entirely at the discretion of Air India. Bidder Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by Air India.

- e. Any information contained in the Proposal submitted by the applicant(s) shall not in any way be construed as binding on Air India, its agents, successors or assigns, but shall be binding against the applicant(s) if any project is subsequently awarded to it under the bidding process on the basis of such information.
- f. Air India reserves the right not to proceed with the bidding / RFP process at any time without notice or liability and to reject any or all Proposal(s) without assigning any reasons whatsoever.
- g. All documents and other information supplied by Air India or submitted by any Bidder Applicant to Air India shall remain or become the property of Air India. Bidder Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposals. Air India will not return any Proposal or any information provided along therewith.
- h. Air India shall not entertain any correspondence with any Bidder Applicant in relation to the acceptance or rejection of any Proposal.
- i. Air India reserves the right to verify all statements, information and documents, submitted by the Bidder Applicant in response to the RFP. Any such verification or the lack of such verification by Air India to undertake such verification shall not relieve the Bidder Applicant of its obligations or liabilities hereunder nor will it affect any rights of Air India there under.
- j. 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 Bidder Applicant or the Bidder Applicant has made material misrepresentation or has given any materially incorrect or false information, the Bidder Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the successful Bidder 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 Air India/MoCA without Air India/MoCA being liable in any manner whatsoever to the Bidder Applicant or successful Bidder Applicant or the Consultant, as the case may be. In such an event, Air India shall forfeit and appropriate the Bid Security as damages payable to Air India, inter alia, time, cost and effort of Air India, without prejudice to any other right or remedy that may be available to Air India.

#### 5. Proposal Due Date

- i. Proposal should be submitted at or before the Proposal Due Date, time and address specified in "Important Information" at page 6 of this RFP.
- ii. Air India, in its sole discretion, may extend the Proposal Due Date by issuing an addendum in accordance with Clause 1 (d) of ANNEXURE-I uniformly for all Bidder Applicants.
- iii. **Late Proposals:** Proposals received by Air India after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

#### 6. BID SECURITY - MUST

- i. The Bidder Applicants are required to submit "Bid Security" deposit of Rs. 5,00,000/- (Rs. Five lacs only) by way of Demand Draft / Bankers Cheque in favour of MoCA along with the Technical Proposal, before last date and time of Proposal submission.
- ii. The Bid Security, original Demand Draft / Bankers Cheque, should be kept in the envelope containing the Technical Proposal. Any Technical Proposal not accompanied by the Bid Security shall be rejected by the Air India as non-responsive.
- iii. The Bidder Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to Air India's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by Air India as damage payable to Air India for, inter alia, the time, cost and effort of Air India in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
  - a. If an Bidder Applicant submits a non-responsive Proposal;
  - b. If an Bidder Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder Applicant from time to time;
  - c. In the case of the successful Bidder Applicant, if the Bidder Applicant fails to sign the Agreement within the specified time, if awarded; or
  - d. In the case of a successful Bidder Applicant, the Bidder Applicant having signed the Agreement, commits any breach thereof.
- iv. In case of unsuccessful Bidder Applicants, Bid Security will be returned without any interest within 60



days of the completion of RFP process i.e. after the LOA is issued to the successful Bidder Applicant and its acceptance thereof by the successful Bidder Applicants. No interest will be payable on Bid Security. Bid Security refund shall be in the form of an account payee cheque in favour of the unsuccessful Bidder Applicant, and shall be mailed to the address given in the Technical Proposal.

**7. Performance Security Deposit - MUST**

- i. The successful Bidder Applicant shall deposit with MoCA a sum equal to 10% (Ten per cent) of Agreement value based on the evaluated total value of the Agreement as interest free refundable security deposit or shall furnish to MoCA an irrevocable and unconditional performance bank guarantee of an equivalent amount ("**Performance Bank Guarantee**"), issued by a Scheduled Bank acceptable to MoCA, which may be forfeited and appropriated in accordance with the provisions hereof (both called the "**Performance Security**").
- ii. The successful Bidder Applicant shall submit the Performance Security within 1 (One) weeks of award of contract/LOA. The successful Bidder Applicant is to submit the required Performance Security against the LOA. The Performance Security shall be deposited by way of a bank draft or banker's cheque in favour of MoCA, payable at New Delhi. In case of submission of Performance Bank Guarantee (BG), it should be issued by a Schedule Bank. It may please be noted that the original bank guarantee has to be forwarded by the Bank Guarantee issuing Bank directly to MoCA through Registered AD / Speed Post. The successful Bidder Applicant shall submit an advance soft copy of the same to MoCA.
- iii. The expenses incurred towards submission of Performance Security will have to be solely borne by the successful Bidder Applicant. The Performance Bank Guarantee shall be valid for 24 (Twenty) months from the date of LOA, shall have a claim period of next 6 (Six) months and shall be retained by MoCA.
- iv. In case of Extension of contract beyond 2 years period, the Performance security deposit would be required to be extended as Condition Precedent for extension of award for commensurate period of extension with a pro-rated deposit extended claim period.
- v. It is clarified that the Performance Bank Guarantee shall be the standalone document to the Agreement furnished by the successful Bidder Applicant.
- vi. Failure of the Social Media and PR Agency to comply with the terms and conditions of the Agreement and the RFP shall constitute sufficient grounds for the annulment of the Agreement and forfeiture of Performance Security. In the event of the said Performance Security being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the Social Media and PR Agency under the Agreement. Should this amount be insufficient to cover the said full amount recoverable, the Social Media and PR Agency shall pay to MoCA on demand the balance amount, if any, within 14 (fourteen) days of the demand along with the interest @ 1.5% p.m. from the due date specified in the demand notice.
- vii. If any amount due to MoCA is so set off against the Performance Security, the Social Media and PR Agency shall be obligated to ensure that the Performance Security is restored to its original value within seven (7) working days from such set off. Non restoration of Performance Security shall be treated as event of default, leading to right of MoCA to take appropriate remedial action against the Social Media and PR Agency, including the termination of the Agreement.

**8. Discussions with Bidder before Release of Contract**

The Bidder Applicant selected on the basis of evaluation process detailed in RFP may be called, if required, for discussions on the proposed methodology for carrying out the assignment as per the scope of work, etc. The award of the work will be at the sole discretion of MoCA. The Bidder Applicants are advised to submit their best quotes in response to this RFP.

**9. Documentation:**

All relevant documents (whether required under the RFP or sought for by Air India at a later stage) will be submitted by the applicants and the successful Bidder Applicant at their own cost. Air India reserves the right to verify all statements, information and documents submitted by the applicants in response to the RFP and the applicant shall, when so required by Air India, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Air India shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of Air India hereunder.

**10. Rejection of Proposals (Technical Proposal & Financial Proposal):**

The response to the RFP will be rejected forthwith without evaluation of the Technical Proposal and Financial Proposal response on the following grounds:

- a. If the Proposal is received after due date and time of closing of the RFP.
- b. If only the Technical Proposal has been received and Financial Proposal has not been received, or vice versa.
- c. If the Technical Proposal or the Financial Proposal has been received by fax or email.
- d. If the Technical Proposal has been received without supporting documents.
- e. If the Technical Proposal or the Financial Proposal has been received unsigned.
- f. If the Financial Proposal has been received in an open condition in the master envelope containing the Technical Proposal or if both the Technical Proposal and Financial Proposal are received in the same envelope and/or in an open condition.
- g. If the Technical Proposal has been received without Bid Security, or the Bid Security has been submitted in a mode other than specified in the RFP.
- h. The validity of Proposals is lesser than 180 days.
- i. Work-scope deviations
- j. Must Conditions not complied or deviation noted
- k. Conditional bid containing conditions or qualifications;
- l. Such other grounds noted at the discretion of Air India not meeting RFP requirements.

#### **11. Exit clause / Termination of the Agreement:**

The Agreement may be terminated under the following circumstances:

- a. In the event of unsatisfactory performance of the Agreement / deficiency of service by the Social Media and PR Agency, MoCA shall have the right to terminate the Agreement by giving one (1) month prior written notice.
- b. If there is a change in MoCA's requirement, MoCA will be entitled to terminate the Agreement by giving one (1) month's advance notice in writing.
- c. Six months' Notice period by either party, such notice to provide the cause for termination.

#### **12. Jurisdiction**

Any dispute whatsoever shall be subject to the jurisdiction of the courts of New Delhi only.

#### **13. Force Majeure**

Any failure or delay by Bidder Applicant or MoCA in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party immediately after Force Majeure event.

#### **14. Invoicing and Payment Clause - MUST:**

- a. The payment will be linked to the Terms of Work scope at **ANNEXURE-II** and the deliverables at **Clause 3, 4 and 5 of ANNEXURE-II** are delivered and after completion of the required services as detailed in work scope of this RFP.
- b. The Social Media and PR Agency shall submit invoice within 30 (thirty) days of completion of each month along with required documents / proof of completion of required deliverables and assignment for the invoiced amounts.
- c. The invoices and the supporting documents submitted by the Social Media and PR Agency shall have to be certified by MoCA designated official for these to be processed for the payment.
- d. Except as otherwise provided, all payments under the Agreement would be made (**subject to applicable LDs, Penalties as per SLAs defined in the RFP**) by MoCA within 60 (Sixty) days from the date of receipt of the certified invoices.
- e. No advance payment shall be paid under any circumstances.
- f. It is clarified that whenever under the Agreement any sum of money is recoverable from the Agency, MoCA shall be entitled to recover/deduct such sum from the payments due to the Agency and/or Performance Security held by MoCA.
- g. All the information, data, reports and documents prepared under the assignments for MoCA under this RFP will be the property of MoCA and the selected entity shall provide soft copy in open format (MS-Word and MS-Excel) for any use by MoCA.

#### **15. Penalties for delay/deficient/non-performance - MUST:**

- i. The penalties would be applicable for delay in deliverables / deficiencies attributable to selected Bidder Applicant in the form of liquidated damages @ 0.5% per week of the invoice value for the delay/deficient/non-performance, subject to a maximum of the total contracted value.
- ii. If the performance of the Selected Bidder is poor and/or not up to the mark for the deliverables, then the following penalty will be levied after 3 (three) warning letters issued, each such letter notifying the potential penalty to apply, indicating their deficiencies and if no rectification is found or any improvement in performance is observed then deduction from the monthly billing will be carried out imposed as below:
  - i) First Penalty 2% of the monthly amount indicated in the Contract.
  - ii) On next instance, this penalty level to double.
  - iii) If there is no improvement in services after imposition of the two penalties, then necessary action will be taken by MoCA as per clause on early Exit / Termination.
  - iv) SLAs and Penalties details are indicated at Appendix-I-Form 17 which needs to be confirmed for compliance upon award.

#### **16. Confidentiality/Non-Disclosure Agreement - MUST**

The Social Media and PR Agency (and their employees/representatives) shall not disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by MoCA to any other person, unless MoCA gives permission in writing. The employees or the parties engaged by the Social Media and PR Agency in performing this contract will maintain strict confidentiality for all data/information which came into their possession during the course of execution of contract /consulting work.

Bidder Applicants shall have to submit a signed Non-disclosure Agreement (with no amendments) as per MoCA format provided in **Appendix-III: Form-3**

#### **17. Conflict of Interest – MUST**

- i. Bidder Applicant shall not have a conflict of interest that may affect the selection process. Any applicant found to have a conflict of interest shall be disqualified. In the event of disqualification, Air India shall forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Air India, inter alia, the time, cost and effort of Air India including consideration of such Bidder Applicant's proposal, without prejudice to any other right or remedy that may be available to Air India hereunder or otherwise.
- ii. Air India requires that the Bidder Applicant provides professional, objective, and impartial advice and at all times hold the MoCA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- iii. Social Media and PR Agency shall not accept for their own benefit any commission, discount, or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under contract, and the Agency shall use their best efforts that their personnel shall not receive any such payment.

#### **18. Other General Terms**

- i. The Social Media and PR Agency shall not engage, and shall cause their personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this contract. It shall be deemed that by submitting the bid, the Bidder agrees and releases Air India/MoCA, 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 and/ or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- ii. Air India/MoCA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender or the bidding process, including any error or mistake therein or in any information or data given by Air India.
- iii. All documents and other information supplied by Air India or submitted by any Bidder to Air India shall remain or become the property of Air India. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. Air India shall not return any bid or any information provided by a Bidder along with its Bid.
- iv. Air India reserves the right to reject any bid or offer and appropriate the EMD (as defined hereinafter) if: at any time a material misrepresentation is made or uncovered; any ambiguity, non-clarity and/or

- apparent mistake is/are determined by Air India; or No clarification(s), information is provided by a Bidder, upon being required to do so by Air India.
- v. Misrepresentation/improper response shall lead to the disqualification of the Bidder.
  - vi. Notwithstanding anything contained in this Tender, Air India reserves the right to accept or reject any / all offers and to annul the Tender process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - vii. In the event of default or breach of any condition of the Contract by the Selected Bidder, Air India reserves the right to cancel the services and to claim Damages from the Selected Bidder, and also reserves the right to award the Contract to another party at the cost and risk of the Selected Bidder.
  - viii. Save and except as provided in this Tender, Air India shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.
  - ix. Notwithstanding anything to the contrary contained in this Tender, the detailed terms would be specified in the Contract with the selected bidder.
  - x. Offers provided in response to the tender would continue to have effect in addition to the obligations assigned to the selected bidder under the Contract.

ANNEXURE - IITERMS of REFERENCE (TOR) - WORK SCOPE & DELIVERABLES**1. Objectives:**

MoCA is looking for an external Social Media and PR Agency for MoCA for initial two years period.

**2. Work Scope of the Consultancy:****2.1 Work-scope and Brief for the Selected Bidder - PR Objectives****1. To work in close coordination and liaison with MoCA for an effective Communication and PR plan as per details below:**

- a. Preparing and releasing regular press releases to the media on the various activities and achievements of MoCA.
- b. Arranging interviews and meeting of Ministers'/top officials with media persons from time to time.
- c. To nurture & enhance the profile of MoCA consistent with its performance and achievements.
- d. To manage perceptions of MoCA through active participation in social media.
- e. To effectively manage, develop and use the social media including existing Facebook and Twitter accounts of MoCA to communicate with the social media audience, providing them with satisfactory resolutions.

**2. The primary responsibility of the Selected Agency will be as follows:**

- a. Analysis of Ministry and familiarisation with all aspects of its structure and functions.
- b. Close liaison and interaction with:
  - i. Print media, electronic media and others.
  - ii. Influencers and opinion makers.
- c. Write and distribute press releases / backgrounders for media to suit various requirements and ensure publication of the same on regular basis.
- d. Monitor the Indian print, electronic and social media, proactively.
- e. Create and execute special events designed for public outreach and media relations.
- f. Conduct communication audit on the MoCA's messaging pertaining to external public, including media.
- g. Assist / coordinate in event management and sponsoring of events.
- h. Manage social media to counter negative opinions online.
- i. Blog for the web and assist in web based PR strategies.
- j. Provide creative inputs for magazines / publications /coffee table books/achievement booklets.
- k. Plan, strategies and execute communication related to any crises or sudden developments.
- l. Help and assist distribution of commercial advertisements including content in electronic and print media.
- m. Social listening and Analytics

n. Creative Design

### **3. Detailed Scope of Work for the Agency:**

#### **a) Reputation Management in relation to Target Audience**

- i. Media including financial publications, magazines, regional publications, electronic channels and online media.
- ii. Government bodies, general and travelling public, Corporates.
- iii. Creating positive reputation profile for MoCA.

#### **b) Market Intelligence & Management Reporting**

- i. Present a report on a weekly basis covering news on MoCA and aviation sector.
- ii. Produce a comprehensive report at the end of every month giving a detailed analysis of the coverage on MoCA.
- iii. Sentiment analysis using proprietary tools/ software

#### **c) Crisis Communication in the event of an emergency or similar nature**

- ii. Prepare a proactive strategy
- iii. Identify the target audience for communication
- iv. Chalk out the key messages
- v. Design the communication plan
- vi. Ensure effective implementation of the plan for desired results

#### **d) Digital PR**

- i. Dissemination of MoCA related information, including press communication, in digital space.
- ii. 24X7 Handling and managing for social media accounts of MoCA on various platforms i.e. Facebook, twitter, YouTube, Instagram, LinkedIn etc. and maintaining a major presence in the social media.
- iii. Preparation of monthly report on MoCA related observations in digital space.

e) Any other activity associated with PR as and when required.

### **4) The selected Agency will perform the following activities:**

#### **4.1 Media activities**

- a. Developing all communications to be disseminated to the media including information kits, press releases, backgrounders, features, etc.
- b. To assist in providing 360 degree logistics support in organizing media events like press conferences, Press visits and tours, select briefings, talk shows, etc.
- c. To assist in information on a national basis or locally (as per requirements) through press releases and other modes of communication.
- d. Preparing impact reports of such initiatives.
- e. designing Creatives for various activities

#### **4.2 Continuous Media activities/Media Relations**

- Identify and maintain a list of media professionals relevant to the MoCA.
- Continuously monitor the media for ensuring the presence of MoCA in industry stories- Media Scanning/ Feedback: Maintain-media watch/media intelligence for any development that may impact MoCA and provide reports of press clippings, TV, online news items, social media, etc.

- The all India coverage of press clippings in English and Vernacular will be sent to MoCA by email by 09.30 a.m. every day as per the email address list. Translations of important negative vernacular clips will be sent. Similarly foreign publications having representations in India may also be covered on a daily basis.
  - i. Hard copies and a USB of weekly coverage will be presented once a week as part of a weekly docket.
  - ii. The clips will be available on the agency server which could be accessed by MOCA through a log-in ID and a password: The clips will be available on the server for a maximum period of 3 months. The weekly USBs will serve as a backup for access to all clips on MOCA
  - iii. **iv.** The selected bidder will also be required to :-
  - iv. keep a close watch on all newspaper reports ,as also reports in magazines, aviation journals and other publications on MOCA, its operations, its administration and its working in general, whether in India or international publications that have representation in India and bring to the notice of MOCA all such reports at regular intervals.
  - v. arrange press conferences, meetings with important persons concerned or connected with the aviation industry, aviation experts and conferences in general for bolstering the image of MOCA and preparing appropriately styled invitations and hand-outs for the said purposes on plain A4 paper.
  - vi. prepare and deliver, in consultation with MOCA, press releases, write-ups and, other communiques for media communication on all matters concerning MOCA, as and when required.
  - vii. drafting and issuing letters and other communications to, Government officials, parliamentarians, etc., highlighting the good work and achievements, the latest news concerning MOCA's interest to the public and, if necessary, preparing a newsletter for the purpose to be issued on a regular basis.
  - viii. the selected Bidder shall liaise with MOCA for the publication of any material with ideas and suggestions periodically.
  - ix. render ideas and suggestion in the preparation of video films and other audio-visual projects, as required.
  - x. elicit public opinion on all issues involving MOCA, analyze the same and suggest consequential action.
  - xi. perform all other activities as the circumstances may from time to time require for imparting a good public relations image in favor of MOCA.
  - xii. undertake media training at various levels at MOCA's offices for MOCA spokespersons and front-line staff as per requirement of MCOA. Cost of travel etc., towards the same will be based on mutual agreement between MCOA and the Selected Bidder.
  - xiii. highlight the objectives and achievements with a view to positively influence opinion leaders through initiatives like Seminars, Conferences and Presentations, whenever required.
  - xiv. the Selected Bidder shall give updated media list covering all domestic and international media contacts, region wise and city wise, (both print and electronic) with all details like name, address, telephone/fax numbers, Email, Website address, etc. on monthly basis.
  - xv. the Selected Bidder shall provide updated list of newspapers/journals/magazines in India and abroad having representation in India on a regular basis.
  - xvi. the Selected Bidder's team shall be accessible at all times (24X7) and will ensure that all special requests are processed within the minimum time required. In case of any significant development that may require special mobilization of resources, the Selected Bidder shall activate additional support systems within one working day.
  - xvii. drafting of messages to be hosted on intranet and other platforms.
  - xviii. one coordinator from selected PR agency will be available at MOCA during all working days to liaise with MOCA Communication team.
  - xix. the bidder should also be able to attend MoCA's PR activities / requirement locally and other locations in India.
  - xx. the agency will constitute following teams:
    - Tourism / Service Sector / Aviation Expert- 5 years of experience
    - Content Editor - 5 years of experience
    - Social Media Manager - 5 years of experience

### 3. Deliverables- Key Personnel - MUST

- a. The offered Social Media and PR team for MoCA must consist following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

S.No.	Key Personnel	Responsibilities
1.	ProjectTeam Leader	He/she should have PR experience of having worked on similar assignments for last 15 years with desirable experience of having worked on Travel and Hospitality industry exercises. He/she will direct & co-ordinate with Team Leader. He will be overall responsible for execution / timely completion / implementation of deliverables on regular basis for ensuring good public perception and public relations of the airlines
2	Subject Matter Expert	Tourism / Service Sector / Aviation Expert. He/she should have the relevant experience of handling PR assignments. He/she will lead, co-ordinate and supervise the multi-disciplinary team of subject matter experts and supporting staff on full time basis. Ensures timely deliverables as per MoCA requirements.
3	Content Editor	Having minimum of 5 years' experience in related field. Plan & develop revised PR strategies as per airline industry standards.
4	Social Media Manager	Having minimum of 5 years' experience in related field. Plan & develop revised PR strategies focused on Social Media.

**b. Mandatory requirements for Key Personnel to be completed by the Bidder Applicant**

- i. Background and CV's of all Key Personnel to be included in the Technical Proposal in the format mentioned at **Appendix-I; Form-7-10;**
- ii. Key Personnel to be proposed only if they are eligible to deliver the responsibilities mentioned above;
- iii. The CV's should be recently signed and dated by the respective Key Personnel and countersigned by the Authorised Signatory of Bidder Applicant.
- iv. Key Personnel would be available for the period indicated in the TOR.
- v. The team offered by the Bidder Applicant for the work scope under this RFP composing of Project Team Leader, Subject Matter Expert / Key Personnel and managerial / support staff (the "Support Personnel"), as the principle employer Bidder Applicant will be responsible for obligations (legal including labour law etc).
- vi. The Bidder Applicant shall provide the details of such professional personnel as mentioned at Appendix-I: Form-6, submit the CV in the format mentioned at Appendix-I: Form-7, provide details of Eligible Assignments in the format mentioned at Appendix-I: Form-8, provide abstract of Eligible Assignments in the format mentioned at Appendix-I: Form-9.
- vii. The Bidder Applicant shall provide documental proof in support of the Qualification and experiences claimed etc for the Team Leader and Subject Matter Experts.

**c. Substitution of Key Personnel**

- a) Air India/MoCA will not normally consider any request of the successful Bidder Applicant for substitution of Key Personnel as the ranking of the Bidder Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking.
- b) Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health (Proper certificate from competent authority is Must), subject to equally or better qualified and experienced personnel being provided to the satisfaction of MoCA.

**5. Period, Timeframe for Completion of Work**

The period of Social Media and PR Agency assignment shall be for **two years** from issue of Letter of Award (LOA) and it shall be extendable by one year at the same terms and conditions. The timeframe for completion



of the assignments would be as per the timelines provided in the itemized Work-scope and for specific assignments ought to be performed within the stipulated timelines indicated for such assignments.

## ANNEXURE – III

**PRE-QUALIFICATION CRITERIA**  
**Mandatory Minimum Eligibility Criteria**

Proposals of the Bidder Applicants who fulfil the following pre-qualification requirements, and submit documentary proof thereof along with the Technical Proposal, will only be eligible for evaluation of the Technical Proposals. Bidder Applicants are required to indicate the compliance status for each of the PQ criteria by stating Yes or No. The documentary evidences as required be attached with this annexure in sequence of the criteria. No to any one of the criteria could result in disqualification of the bid as these are mandatory PQs.

PQ Criteria No.	Pre-Qualification (PQ) Eligibility Criteria-MANDATORY REQUIREMENTS	PQ Criteria –Key Minima benchmark	Documentary evidences certified to be attached with the Technical Proposal for the relevant PQ criteria compliance
1.	Bidder Applicant in its present name should have been in continuous existence in the business of Social Media and PR services business for a multinational company and/or company of national repute	<u>5 years' experience in PR, Social/Digital Media Management Agency business, such period to be counted backwards from Dec 2018.</u>	Submit self-certified copies of documents on Bidder Applicant's own name on the Letterhead of Bidding entity under Signature and Stamp of the CEO of the entity <u>attaching the following documents</u> to fulfil each of the PQ requirements as under:- <ul style="list-style-type: none"> <li>i. Business registration documents such as from Registrar of Cos., Registrar of firms, etc., and</li> <li>ii. Registration/Licensing authority/regulator paper in support thereof evidencing existence of business</li> <li>iii. A Certificate from Statutory Auditors certifying such experience in the format (<b>Attachment Appendix-I Form 16</b>) be provided.</li> <li>iv. Bidder Applicant to provide (self-certified) client list in support for the said period.</li> <li>v. Certificate to the effect that the Proposal is not under Multiple partners participation/ JV/Consortium arrangement for the same solution</li> <li>vi. A write up (on Bidder Applicant's letterhead self-certified) about the company / firm, its standing and past work done. (Not exceeding 2-3 pages).</li> </ul>
2.	<p>i. The Bidder should have full-fledged functional offices under its own name with adequate infrastructure, resources including PR qualified, skilled and experienced manpower in Delhi / NCR (Delhi / Noida / Gurgaon) to cater to the PR requirements.</p> <p>ii. Own or associate offices for managing MoCA PR agency activities out of Kolkata, Chennai, Bengaluru and Hyderabad.</p>	<u>Functional Office in NCR for last 5 years</u>	<p>i. Self-declared Certificate as per Attachment at Appendix-I Form 15 with documentary proof (such as certified copies of Registration under Shops &amp; Establishment, taxes registration copy, Space lease rent agreement) in support of such infrastructure available at each of these locations be provided.</p> <p>In support of the skilled PR manpower strength (as on 31st Dec 2018) provide certified list of personnel with the Key Personnel details as required under Appendix-I Forms 7 to 12.</p> <p>ii. In support of the offices, infrastructure and to demonstrate capability to perform at such locations, provide documents for rental, own/associate arrangements at such locations.</p>
3.	The agency should have at least one associate having Social Media and PR businesses in USA, Europe, Australia, Middle East and South East Asia.	<u>Min. One Global Associate PR Agency existing at the time of bidding</u>	<p>Certified copy of the valid Agreement with the foreign PR agency at such locations for ensuring performance of PR agency assignments in terms of the awarded contract.</p> <p>Associate Letters of consent (current date) from each of the Associate, valid for the entire period of Contract,</p>

			should be attached
4.	Annual Turnover (from Social media and PR agency in India and Global Market). Associate or affiliates turnover not to be included.	<p>1.Min.Average Annual Social media and PR agency and related activities Turnover of <u>Rs.5 crores per annum for each of the last 3 completed audited accounting years</u> 2015-16, 2016-17 &amp; 2017-18.</p> <p>2.If the total annual turnover includes other than PR activities, the contribution of turnover from PR activities should be more than Rs 5 (five) crore of the total revenue for each of the last three completed audited accounting years.</p>	<p>Duly certified audited financial statements such as Balance Sheet and Profit and Loss A/c and other documents must be provided.</p> <p>Copies of the audited Financial Statements including for three preceding financial years to be enclosed in addition highlighting the relevant information in this regard</p> <ol style="list-style-type: none"> <li>1. Audited Balance Sheet and Profit &amp; Loss Statement for last three financial years i.e, 2015-16, 2016-17 and 2017-18 are to be submitted as documentary evidence,</li> <li>2. A certified statement verified by a Chartered Accountant of the required Minimum Average Annual Turnover from Social Media and PR business, if not disclosed in the Annual Reports provided, to be provided in support for this criteria, in the attached format (<b>Appendix-I-Form 16</b>).</li> <li>3. The financial statements and other documents provided in support for this criterion must be on the bidding entity's own name.</li> </ol>
5.	The Bidder should have handled or should be handling social media / PR accounts of a company of repute for a continuous period of 2 (two) and in the last 5 years, where his license fee / service fee is more than Rs 50 lakh plus taxes per year.	<p><u>Min. Two (2) Social Media and PR assignments of Rs.50 lacs/p.a.- PR Agency assignments in last 5 years.</u></p>	<p>Copy of the engagement letters issued to the Bidder Applicant in support of the claimed experiences.</p> <p>A Certificate from Statutory Auditors certifying the above details &amp; agreement/award/work order from the client company party submitted as proof. (<b>Appendix-I-Form 16</b>).</p>
6.	Experience in handling PR activities for multinational, top corporate, airlines, hospitality, travel and tourism sector clients.	<p><u>Min. Two (2) Social Media and PR assignments of the type specified</u></p>	<p>A Certificate from Statutory Auditors certifying experience with details in the format be provided with value of contract for at least 2 (two) PR assignments / contracts in last 3 years for such top 5 clients . (<b>Appendix-I-Form 16</b>).</p> <p>The bidder shall have to also submit case studies/performance report related to such assignments, covering the scope and impact of the PR Campaigns handled by them.</p>

7	In the last 5 years, the Bidder Applicant should not be under a declaration of ineligibility or black listed for having indulged in corrupt and fraudulent practices issued by the Govt. of India/ any State Govts./ Regulatory Authorities or has been debarred from entering into contract by any Indian Public sector unit or any Govt./body/authority outside India	No Blacklisting in last 5 years	To be self-certified, by the Bidder's CEO reproducing the above requirement in the form of Undertaking on the firm's Letter head to be signed and stamped notwithstanding Air India's right to independently verify.
8.	Availability of PR Skilled Manpower	I. <u>Min.10 (Ten) key personnel</u> with Min. PR Agency and Social Media Management experience of min. 5 years	Self-declared list (as on date of bid) on the bidding entity letterhead for – i. The total Key personnel available on panel ii. Profiles of all such key personnel, including experience (period of employment since), Qualification, employment track, present location iii. Attach documentary evidence, such as Annual report evidencing claimed number of employees/ PR agency experienced, locations, etc.
9.	The Bidder must have a Permanent Account Number (PAN) under Income Tax laws and.		Attach a copy of the self certified PAN registration card, to be submitted
10.	The Bidder must have a currently valid GSTN, and a copy of the GST Registration is to be submitted.		Attach a copy of the self-certified GST registration certificate with the locations of each state in which registered, to be submitted
11.	Acceptance of the Mandatory (MUST) terms and conditions of this RFP to the Bidder Applicant including Performance Guarantee/Security deposit, SLAs & Penalties & NDA	100% compliance to all the MUST conditions indicated in this RFP	Compliance certificate, duly signed and stamped by the authorized signatory, of acceptance of all the mandatory terms and conditions of the RFP, on the Bidder Applicant's letter head in the format as given at <b>Appendix-III; Form- 1.</b>
12.	Bid Security -EMD	Rs.5 lacs	Self-declaration giving details of the prescribed Bid Security deposit submitted along with the Technical Proposal

- I. Documents required in support of pre-qualification should be submitted along with the PQ Form (same details might have been asked in Technical Bid also, but separate copy of details are required with the pre-qualification also.)
- II. Air India reserves the right to call for clarification / submission of additional documents, if considered required by Air India, from the Bidder Applicant for evaluating the PQ criteria. Such information/additional documents for the purposes would need to be provided to Air India within such timeframe as indicated in Air India's request in this regard. If such information/additional documents are not received by the stipulated deadline, Air India would evaluate the bid on the basis of the information/documents available with Air India.
- III. Non-fulfilment of the aforesaid pre-qualification criteria and not providing any of the requisite documents stated above for enabling evaluation or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of such Bidder Applicants bid and no correspondence whatsoever would be entertained by Air India in this regard.
- IV. Air India reserves the right to independently verify/evaluate the information submitted by the Bidder Applicants and the decision of Air India taken in that regard shall be final, conclusive and binding upon the Bidder Applicant.

**TECHNICAL BID PROPOSAL  
PRE-QUALIFICATION ELIGIBILITY**

(On Bidder Applicant's letter Head)

Self-Evaluation Form with supporting documents

**Compliances Statement**

**PRE-QUALIFICATION CRITERIA (Mandatory Minimum Eligibility Criteria)**

PQ Criteria No.	Pre-Qualification (PQ) Eligibility Criteria- MANDATORY REQUIREMENTS	PQ Criteria – Key Minimum benchmark	Documentary evidences certified to be attached with the Technical Proposal for the relevant PQ criteria compliance	Complied YES/NO (Partial compliance will be evaluated as Noncompliance)	List of Supporting documents attached (Indicate each)
1.	Bidder Applicant in its present name should have been in continuous existence in the business of Social Media and PR services business for a multinational company and/or company of national repute	5 years' experience in PR and Social/Digital Media Management Agency business, such period to be counted backwards from Dec 2018.	Submit self-certified copies of documents on Bidder Applicant's own name on the Letterhead of Bidding entity under Signature and Stamp of the CEO of the entity <u>attaching the following documents</u> to fulfil each of the PQ requirements as under:- vii. Business registration documents such as from Registrar of Cos., Registrar of firms, etc., and viii. Registration/Licensing authority/regulator paper in support thereof evidencing existence of business ix. A Certificate from Statutory Auditors certifying such experience in the format <b>(Attachment Appendix-I Form 16)</b> be provided. x. Bidder Applicant to provide (self-certified) client list in support for the said period. xi. Certificate to the effect that the Proposal is not under Multiple partners participation/ JV/Consortium arrangement for the same solution i. A write up (on Bidder Applicant's letterhead self-certified) about the company / firm, its standing and past work done. (Not exceeding 2-3 pages).		
2.	i. The Bidder should have full-fledged functional offices under its own name with adequate infrastructure, resources including PR qualified, skilled and experienced manpower in Delhi / NCR (Delhi / Noida / Gurgaon) to cater to the PR requirements.	Functional Office in NCR for last 5 years	i. Self-declared Certificate as per Attachment at Appendix-I Form 15 with documentary proof (such as certified copies of Registration under Shops & Establishment, taxes registration copy, Space lease rent agreement) in support of such infrastructure available at each of these locations be provided.  In support of the skilled PR manpower strength (as on 31st Dec 2018) provide certified list of personnel with the Key Personnel details as required under		

	ii. Own or associate offices for managing MoCA PR agency activities out of Kolkata, Chennai, Bengaluru and Hyderabad.		Appendix-I Forms 7 to 12.  ii. In support of the offices, infrastructure and to demonstrate capability to perform at such locations provide documents for rental, own/associate arrangements at such locations.		
3.	The agency should have at least one associate having Social Media and PR businesses in USA, Europe, Australia, Middle East and South East Asia.	Min. <u>One Global Associate PR Agency</u> existing at the time of bidding	Certified copy of the valid Agreement with the foreign PR agency at such locations for ensuring performance of PR agency assignments in terms of the awarded contract. Associate Letters of consent (current date) from each of the Associate, valid for the entire period of Contract, should be attached.		
4.	Annual Turnover (from Social media and PR agency business in India and Global Market). Associate or affiliates turnover not to be included.	1. Min. Average Annual Social media and PR agency and related activities Turnover of <u>Rs.5 crores per annum for each of the last 3 completed audited accounting years 2015-16, 2016-17 &amp; 2017-18.</u> 2. If the total annual turnover includes other than PR activities, the contribution of turnover from PR activities should be more than Rs 5 (five) crore of the total revenue for each of the last three completed audited accounting years.	Duly certified audited financial statements such as Balance Sheet and Profit and Loss A/c and other documents must be provided. Copies of the audited Financial Statements including for three preceding financial years to be enclosed in addition highlighting the relevant information in this regard 4. Audited Balance Sheet and Profit & Loss Statement for last three financial years i.e, 2015-16, 2016-17 and 2017-18 are to be submitted as documentary evidence, 5. A certified statement verified by a Chartered Accountant of the required Minimum Average Annual Turnover from Social Media and PR business, if not disclosed in the Annual Reports provided, to be provided in support for this criteria, in the attached format ( <b>Appendix-I Form 16</b> ). The financial statements and other documents provided in support for this criterion must be on the bidding entity's own name.		

5.	The Bidder should have handled or should be handling social media / PR accounts of a company of repute for a continuous period of 2 (two) and in the last 5 years, where his license fee / service fee is more than Rs 50 lakh plus taxes per year.	<u>Min. Two (2) Social Media and PR assignments of Rs.50 lacs/p.a.- PR Agency assignments in last 5 years.</u>	Copy of the engagement letters issued to the Bidder Applicant in support of the claimed experiences.  A Certificate from Statutory Auditors certifying the above details & agreement/award/work order from the client company party submitted as proof. <b>(Appendix-I-Form 16)</b> .		
6.	Experience in handling PR activities for multinational, top corporate, airlines, hospitality, travel and tourism sector clients.	<u>Min. Two (2) Social Media and PR assignments of the type specified</u>	A Certificate from Statutory Auditors certifying experience with details in the format be provided with value of contract for at least 2 (two) PR assignments / contracts in last 3 years for such top 5 clients . <b>(Appendix-I-Form 16)</b> .  The bidder shall have to also submit case studies/performance report related to such assignments, covering the scope and impact of the PR Campaigns handled by them.		
7	In the last 5 years, the Bidder Applicant should not be under a declaration of ineligibility or black listed for having indulged in corrupt and fraudulent practices issued by the Govt. of India/ any State Govts./ Regulatory Authorities or has been debarred from entering into contract by any Indian Public sector unit or any Govt./body/authority outside India	<u>No Blacklisting in last 5 years</u>	To be self-certified, by the Bidder's CEO reproducing the above requirement in the form of Undertaking on the firm's Letter head to be signed and stamped not withstanding Air India's right to independently verify.		
8.	Availability of PR II. Skilled Manpower	<u>Min.10 (Ten) key personnel with Min. Social media and PR agency experience</u>	Self-declared list (as on date of bid) on the bidding entity letterhead for – <b>iv.</b> The total Key personnel available on panel <b>v.</b> Profiles of all such key personnel, including experience (period of employment since), Qualification, employment track, present		

		of min. 5 years	location vi. Attach documentary evidence, such as Annual report evidencing claimed number of employees/ PR agency experienced, locations, etc.		
9.	The Bidder must have a Permanent Account Number (PAN) under Income Tax laws and.		Attach a copy of the self certified PAN registration card, to be submitted		
10.	The Bidder must have a currently valid GSTN, and a copy of the GST Registration is to be submitted.		Attach a copy of the self-certified GST registration certificate with the locations of each state in which registered, to be submitted		
11.	Acceptance of the Mandatory (MUST) terms and conditions of this RFP to the Bidder Applicant including Performance Guarantee/Security deposit, SLAs & Penalties and NDA	100% compliance to all the MUST conditions indicated in this RFP	Compliance certificate, duly signed and stamped by the authorized signatory, of acceptance of all the mandatory terms and conditions of the RFP, on the Bidder Applicant's letter head in the format as given at <b>Appendix-III; Form- 1..</b>		
12.	Bid Security -EMD	Rs.5 lacs	Self-declaration giving details of the prescribed Bid Security deposit submitted along with the Technical Proposal		

Appendix-I: Form-2

## Letter of Technical Proposal

(On Bidder Applicant's letter head)

Company Reference

Date:.....

To,

Sr Manager-Corporate Communications

Air India Limited , Airlines House

New Delhi-110001

### Sub: Appointment of Social Media and PR Agency under RFP No. "RFP –

Dear Sirs

With reference to your "RFP- dated ....., we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as **Social Media and PR Agency**.

We are submitting our Technical Proposal in the format prescribed in the RFP.

1. The Technical Proposal is unconditional and unqualified.
2. All information provided in the Technical Proposal and in the Appendices is true and correct and all documents accompanying such Technical Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the **Social Media and PR Agency** for the aforesaid assignment.
4. We shall make available to Air India any additional information it may deem necessary or require for supplementing or authenticating the Technical Proposal.
5. We acknowledge the right of Air India to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last five (5) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We have examined and undertake to accept unconditionally and without reservations all the terms and conditions (including those contained in the SLAs) of this RFP Documents, including any addendum issued by Air India under this RFP.
8. We do not have any Conflict of Interest in accordance with the RFP document.
9. We understand that Air India may cancel the Selection Process at any time and that Air India is neither bound to accept any Technical Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidder Applicants in accordance with the RFP document.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/employees.
11. 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 Air India **[and/ or the Government of India]** in



connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Consultancy.

12. The Bid Security of **Rs. 5,00,000/- (Rupees Five Lakhs)** in the form of a Demand Draft/ Bankers Cheque is attached, in accordance with the RFP document.
13. We agree and understand that the Technical Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our Technical Proposal is not opened or rejected.
14. We agree to keep this offer valid for 180 (hundred and eighty) days from the Proposal Due Date specified in the RFP.
15. The evidence of due authorisation of the authorised signatory to sign and submit this Technical Proposal and documents is attached herewith in the format of Legal Capacity mentioned at **Appendix-III; Form-2**.
16. We agree to Non-Disclosure Agreement as per **Appendix –III; Form -3**, duly sign document attached herewith.
17. In the event of our Agency is selected, we agree to enter into the Agreement as specified in the RFP and such detailed Agreement would incorporate all the salient terms and conditions offered by us in response to the RFP and no contradictory or deviant conditions would be sought to be incorporated in such Agreement.
18. 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 Air India or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of contract.
19. We are submitting herewith all the required details as per format specified in **Appendix – I: Form -1 to Form – 17** and under **Appendix-III, Forms 1 to 3**.
20. The Financial Proposal as per the **Appendix-II (Form 1 and 2)** submitted in a separate sealed cover, which does not have any terms/conditions/qualifications inconsistent with our technical bid response or the tender requirements. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
21. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, we submit this Technical Proposal under and in accordance with the terms of the RFP Document.

We remain,

Yours sincerely,

1. Signature of authorized signatory [In full]
2. Name and Designation of the authorised signatory
3. Name and seal of the Bidder Applicant / Lead Member
4. Address of the Bidder Applicant / Lead Member

## Technical BID

(On Bidder Applicant's letter Head)

### PARAMETERS FOR TECHNICAL EVALUATION

#### Technical Proposal Evaluation – Two Stage Evaluation

#### A. Part – 1 – Technical Evaluation-Parameters-Maximum Marks 60

The total maximum marks at this stage is 60 (Sixty) for the criteria mentioned in the table given below:-

Phase-II - First Stage of Technical Evaluation

The total Maximum marks in this stage is 60 for the 6 criteria considering experience, knowledge, awards, resources available vs. offered, and presence of bidders as under :-

Criteria No.	EXPERIENCE/CAPABILITY PRESENCE/RESOURCES	CRITERIA	Maximum Marks	Marks assigned by Bidder Applicant on self-assessment basis (See Notes below)
1	Number of MNC/Large Corporate clients served in PR assignments in last Five (5) years* (*Bidder to provide notarised copies of Award letters/agreements from their clients in support hiding financials)	2 Marks each for Navratna PSU/MNC  1 Mark each for other national level PSU/Large Corporates	15	
2	Years of experience of Bidding Entity working with airlines / hospitality / travel sectors* (*Bidder to provide notarised copies of Award letters/agreements from their clients in support, if required, hiding financials)	More than 7years = 10 marks 4 to 6 years = 8 marks 1 to 3 years = 4 marks	10	
3	Areas of diversified Social media and PR agency projects handled by Bidding entity for MNC/Large corporates / PSUs/ Govt. organisations in last 5 years (*Bidder to provide relevant documents in support)	1 mark for each project handled	5	
4	Awards and Accreditation in last 5 years in Social Media and PR and related fields (*Bidder to provide documents in support)	2 marks for each award from Govt. Agencies  1 mark each for award from Non-Govt organisation.	5	
5	Collective Experience# of the Resources (including the offered Key personnel) available <i>#Collective Experience shall be computed based on the average experience on the Bidder's payroll for the 10 PR professionals having minimum 3 years of PR experience with the Agency</i> (*Bidder to provide details of their PR team available in support to determine evaluation)	Total Available  more than 15 years= 20 marks 10 to 15 years = 14 marks Less than 10 years = 7 marks	20	
6	Presence at additional locations, infrastructure and office resources (*Bidder to provide details in support)	1 mark for each additional location with functional PR resources	5	

#### Notes

- i. Bidder Applicants shall attach write up for the basis used by them while calculating the marks allotted by them for this self-assessment.
- ii. These self-assessed marks are subject to validation by Air India. Air India's evaluation assessment based on the supporting evidences provided in support of the claimed marks, would be final and binding.
- iii. The Bidder qualifying for this Stage has to score 40 marks (out of 60 marks).

#### A. Part – 2 – Technical Evaluation-Presentation-Maximum Marks 40

**ii. Phase-II - Second Stage of Technical Evaluation**

- a) The Bidder Applicants would be required to make power-point based presentation before Air India representatives at Airlines House, Air India Headquarters, Delhi on date and time to be advised separately to each Bidder Applicant.
- b) Authorized Representatives of Bidder Applicant shall be allowed to bring along them not more than 3 (three) participants for the power point presentation; and would bring their own computers/laptops etc.
- c) Air India shall be providing projector and electricity supply points in the presentation room.
- d) The Presentation should include the details given in the Technical Proposal.
- e) The evaluation of the presentations will be done by Air India's top management team as per the evaluation matrix given below.
- f) The evaluation will depend on the content and quality of Bidder Applicants presentation submissions before the team and average of the total marks assigned by each member of the top management team post presentation.
- g) Bidder Applicant need to submit Hard / Soft copy of presentation to Air India at the end of presentation.
- h) Scores for each of the 4 criteria would be taken to ensure objectivity in Presentation evaluation scores.
- i) The total maximum marks in this second stage as under is 40 (Forty) for the criteria mentioned in the table given below:-

**Presentation Evaluation Criteria:****Phase-II - Second Stage of Technical Evaluation -Presentation**

	Presentation :	Range of Maximum Marks	Maximum Marks
1	Work scope key requirements captured in presentation	Excellent-10 Good-8 Average*	10
2	PR Strategy, Approach and Road map presented	Excellent-10 Good-8 Average*	10
3	Break-down of tasks/activities	Excellent-10 Good-8 Average*	10
4	Understanding about MoCA and Airlines PR issues reflected in the Presentation	Excellent-10 Good-8 Average*	10

\* Marks ranging from 0 to 7, to be assigned by the individual Judge at the time of Presentation depending upon evaluation assessed by such AI official.

- iv. The Bidder qualifying for this **Second Stage has to score 30 marks (out of 40 marks)**.
- v. Marks obtained in **Part – 1 (Forty and above Forty)** and Marks obtained in **Part – 2 (Thirty & above Thirty)** will be added as a **Total Minimum total qualifying scoring marks of 70 (Seventy) out of maximum 100 max. marks** under the two parts) in Technical Proposal Evaluation.
- vi. Dates for public opening of Financial Proposals and venue details will be notified to the shortlisted Bidder Applicants by separate email intimation.

Name of the Bidder Applicant

Bidder Applicant's Stamp &amp; Signature

**BIDDER APPLICANTS PROFILE - Particulars of the Bidder Applicant**

Sn	Particulars																				
1	<p>State the following:</p> <table border="1"> <tr> <td>Name of Company or Agency</td> <td></td> </tr> <tr> <td>Legal status (e.g. Incorporated public/private company, unincorporated business, partnership etc.):</td> <td></td> </tr> <tr> <td>Country of incorporation:</td> <td></td> </tr> <tr> <td>Registered address:</td> <td></td> </tr> <tr> <td>Year of Incorporation:</td> <td></td> </tr> <tr> <td>Year of commencement of business:</td> <td></td> </tr> <tr> <td>Principal place of business:</td> <td></td> </tr> <tr> <td>Registered office</td> <td></td> </tr> <tr> <td>Head office</td> <td></td> </tr> <tr> <td>Branches</td> <td></td> </tr> </table> <p>Brief description of the Bidding Entity including details of its main lines of Business and Locations details (offices), including Global Locations. Contact persons details- Name, designation, address and phone numbers of the Authorized Signatories (CEO/MD/Functional Director) of the Bidder Applicant:</p> <p>Name: Designation: Company: Address: Phone No.: E-mail address:</p>	Name of Company or Agency		Legal status (e.g. Incorporated public/private company, unincorporated business, partnership etc.):		Country of incorporation:		Registered address:		Year of Incorporation:		Year of commencement of business:		Principal place of business:		Registered office		Head office		Branches	
Name of Company or Agency																					
Legal status (e.g. Incorporated public/private company, unincorporated business, partnership etc.):																					
Country of incorporation:																					
Registered address:																					
Year of Incorporation:																					
Year of commencement of business:																					
Principal place of business:																					
Registered office																					
Head office																					
Branches																					
2	<p>For the Bidder Applicant, state the following information:</p> <p>(i) In case of Global Firm, having business presence in India, provide the office address(es) outside India for each foreign location. (Attach separate page, if required.)</p> <p>(ii) Has the Bidder Applicant been penalized by any organization for poor quality of work or breach of contract in the last five (5) years? Yes/No</p> <p>(iii) Has the Bidder Applicant ever failed to complete any work awarded to it by any public authority/ entity in last three years? Yes/No</p> <p>(iv) Has the Bidder Applicant been blacklisted by any Government department/Public Sector Undertaking in the last three years? Yes/No</p> <p>(v) Has the Bidder Applicant suffered bankruptcy/insolvency in the last three years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder Applicant is not eligible for this assignment.</p>																				
3	<p>A brief description of the Bidder Applicant's organization which should include the following in addition to other details:</p> <p>a – Main lines of business b – Year in which the organization started providing services specific to Airline Sector c – Number of professional staff/subject matter experts working in PR Agency business line in each regional office and head office d – Area of expertise and names of 10 professional PR resource/subject matter experts working in Agency at each regional office and head office e- Awards and Accreditation in the PR and related fields to be listed for the last 5 years, with copies of</p>																				

	letters provided as evidence in support and confirmation for such awards.				
4	<b>Skilled Qualified Resources</b>				
	Sn	Information	2015-16	2016-17	2017-18
	a	Number of Full Time Key Personnel			
	b	Number of PR Experts on contract / employment basis			
	C	Number of Semi-Qualified Personnel			
	(Mention here the nos. only, at each location i.e. Head Office and Branch offices and Other City/ies. Detailed listing to be given in the format at Appendix-I: Form-9- given below)				
5	<b>Experience Details</b>				
	a. Provide a list of client companies in the following table for which the Bidder Applicant has completed the assignments and the total average annual turnover of such Client company for last 3 years is in excess of Rs.500 crores.				
	S.No.	Name of Client Company	Average Annual Turnover (for last five years) in Rs. Crore	Year of Assignment	Type of Assignment
	1				
	2				
	b. Provide a list of Airline / other aviation related / MNCs/ PSU's/Hospitality/Travel & Tourism PR and related assignments completed in the last 5 years up to Fin. Year 2017-18.				
	Sn	Name of Client Company	Type of PR Assignment [/ PSUs]	Year of Assignment	Brief Description of Assignment
	1	E.g. M/s xxxxx	Airline Related		
	2	E.g. M/s xxxxx	MNC		
	3	E.g. M/s yyyy	Hospitality/Travel & tourism		
	4	E.g. M/s yyyy	PSUs(Maharatna/Navratnas)		
	Note: Detailed information about each of the above Airline and other aviation related assignment shall be				

	provided in the format provided at <b>Appendix-I:Form-5</b> . [assignment completed in five (5) years prior to F.Y. 2017-18 shall not be mentioned]
--	---

This is to certify that the information contained above is correct as per the Annual Reports of the Bidder Applicant for the respective years.

Name of the audit firm:

Seal/Stamp of the audit firm with Membership No.

Date:

(Signature, name and designation of the authorised signatory)

Notes: In case the Bidder Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered accountant that ordinarily audits the annual accounts of the Bidder Applicant. The Statutory Auditor Certificate should be recent, i.e. it should not have been issued earlier than last 6 months period counted backwards from the date of submission of bids.

1.	Name of the Bidder Applicant:	
2.	Description/Name of the PR assignment:	
3.	Name of client company and Address: [Note: Specify for each class of clientele/customers]	
4.	Name and telephone no. of client's representative:	
5.	Payment received by the Bidder Applicant (in Rs. lacs):	
6.	Start date of the PR assignment (month/year):	
7.	Finish date of the PR assignment (month/year):	
8.	Total number of Key Personnel man-days that were required for the assignment:	
9.	Names of Key Personnel who were involved in the assignment	
10.	Details about the responsibilities and tasks performed by each Key Personnel for the assignment	
11.	Details of key deliverables during the PR assignment	
12.	Outcome of the PR assignment	
13.	Salient description of the Services rendered:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of authorized signatory of the Bidder Applicant)		

Notes: Use separate sheet for each Eligible Assignment. Bidder Applicants shall provide documentary evidence from the client i.e. copy of letter of award/work order, contract document for each Eligible Assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Technical Proposal. Assignment completed in five (5) years prior to F.Y. 2017-18 shall not be mentioned.

Travel/Hospitality/Airline Related PR Assignment Only (Global / India):

S. No.	Name of PR assignment	Name of Client
(1)	(2)	(3)

Note: The Bidder Applicant shall provide details of only those projects that have been undertaken by it. These details shall pertain only to Travel/Hospitality/Airline Related Assignments ( Global / India ).

PSU Maharatnas/Navratnas/Miniratna Consulting Assignments Only:

S. No.	Nature of PR assignment	Name of client PSUs (Maharatnas / Navratnas only) on in the past 5 years
(1)	(2)	(3)

This is to certify that the information contained above is correct as per the accounts of the Bidder Applicant.

Name of the audit firm:

Seal/Stamp of the audit firm

Membership No.

Date:

(Signature, name and designation of the authorized signatory)

Notes: In case the Bidder Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder Applicant. The Statutory Auditor Certificate should be recent, i.e. it should not have been issued earlier than last 6 months period counted backwards from the date of submission of bids.



### **Background of the Project Director-Team Leader**

Here, the Bidder Applicant shall provide a brief background of the proposed Project Director, his/her experience which would be relevant to this assignment, his/her experience in Social Media and PR assignment directing & coordinating with Team Leader for assignments. The Bidder Applicants shall provide the Curriculum Viate of the Project Leader in the format mentioned at **Appendix-I: Form-10.**

### **Background of the Team Leader**

Here, the Bidder Applicant shall provide a brief background of the proposed Team Leader, his/her experience which would be relevant to this PR assignment, his/her experience in leading a team of subject matter experts for Social Media and PR assignments. The Bidder Applicants shall provide the Curriculum Viate of the Team Leader in the format mentioned at **Appendix-I: Form-10**.

## Appendix-I: Form-9

**Particulars of Key Personnel**

[Note: To be provided for each Key Person]

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No of Eligible Assignments
					Name of firm	Employed since	
1.	Project Director						
1.	Team Leader						
2.	Subject Matter Expert						
3.	Subject Matter Expert						
4.	Subject Matter Expert						
5.	Subject Matter Expert						
6.							

## Appendix-I: Form-10

## Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Key Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of Social Media and PR assignments on which the Key Personnel has worked

S. No.	Name of PR assignment	Name of the client company	Description of responsibilities

Details of the current assignment and the time duration for which the services of ----- [insert name of the Key Personnel] are required for the completion of these current assignments.

Certification:

I am willing to work on the Project and I will be available for entire duration of the PR assignments as required.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

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

Notes:

Use separate form for each Key Personnel

Each page of the CV shall be signed in ink and dated by both the Key Personnel concerned and by the Authorised Representative of the Bidder Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

## Appendix-I: Form-11

## Similar Assignments of Key Personnel

1.	Name of Key Personnel:	
2.	Description/Name of the PR assignment:	
3.	Designation of Key Personnel on the assignment:	
5.	Description of services performed by the Key Personnel:	
6.	Name of client and Address: (indicate Aviation/Travel & tourism/ Hospitality / PSU-Navratnas /Maha navratna, etc )	
7.	Name and telephone no. of client's representative:	
8.	Total value of the PR assignment contract (in Rs crore):	
9.	Start date of the assignment (month/year):	
10.	Finish date of the assignment (month/year):	
	Detailed description of the PR assignment and role and responsibilities of the Key Personnel in the assignment etc that best illustrated capabilities required to handle the tasks being assigned under MoCA's PR assignment:	
	It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes: Use separate sheet for each Key Person and Eligible Assignment. Assignment completed five (5) years prior to F.Y. 2017-18 shall not be mentioned.

## Appendix-I: Form-12

## Abstract of Similar Assignments of Key Personnel

S.No.	Name of PR assignment	Name of client	Total value of the PR contract (in Rs crore):	Name of firm for which the Key Personnel worked	Designation of Key Personnel on the assignment	Date of completion of the assignment	Additional Information only

Note:

Use separate Form for each Key Personnel.

These details shall pertain only to the RFP related assignments.

**Write up on Bidder Applicant's comprehension of MoCA's requirements**

Here the Bidder Applicant shall submit a write-up exhibiting Bidder Applicant's comprehension of the objective of the RFP, TOR and MoCA's requirements.

The write-up shall explain how the Bidder Applicant, with its proposed Technical Approach and Methodology, Work Plan and his / her capability of subject matter experts be able to achieve the objectives for MoCA.

Note: The Bidder Applicant shall make power point presentation on the above to Air India team as part of Technical Proposal evaluation.

### **Approach, Methodology and Work Plan**

#### **Approach and Methodology**

Here the Bidder Applicants shall explain their understanding of the objectives of the assignment, highlight the issues and their importance, and explain the approach the Bidder Applicant would adopt to address them.

The Bidder Applicant shall then explain the methodologies they propose to adopt, demonstrate the compatibility of those methodologies with the proposed approach.

#### **Work Plan**

Here the Bidder Applicant shall propose all the activities involved in the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by MoCA), delivery dates of the desired reports and etc.

#### **Team details**

Here the Bidder Applicants shall propose the composition of their team.

The Bidder Applicant shall list the main disciplines involved, Project Director, Team Leader and Subject Matter Expert (SME) responsible for each discipline, roles and responsibilities of each subject matter expert and proposed support staff.

## UNDERTAKING ON LETTER HEAD BY CEO/COO OF M/S \_\_\_\_\_

(Compliance of Pre-Qualification Criteria of Annexure-I of Air India Tender)

**To**

Senior Manager -Corporate Communications  
 Air India  
 5th Floor, Airlines House,  
 113, Gurudwara Rakabganj Rd,  
 New Delhi-110001.

**Sub: Certificate regarding Presence and office locations as per bid**

Dear Sir,

We have full-fledged functional service branches with adequate infrastructure, resources including PR skilled manpower in Delhi / NCR (Delhi / Noida / Gurgaon) to attend locally to MoCA PR activities/requirements of these regions/locations without including the offices of any of franchisees for the purposes of this qualification. The details in respect of these offices are given hereunder :-

S.No.	Location	Complete Address	Phone Nos.	Infrastructure/Resources Available (Space, PR Manpower, Support personnel)	Functional Since (State date, month & year)	Nature of Proofs submitted (Mention here the supporting evidential supporting documents nos. and dates.)
	Delhi/ NCR					
	Other Location (specify for each City/town)					

*\*Specify which of the Documentary proof (such as self-certified copies of Registration under Shops & Establishment, Service tax registration copy, Space lease rent agreement) attached*



## Appendix-I: Form-16

**COVERING LETTER ON LETTER HEAD OF THE STATUTORY AUDITOR\* of .....**  
**(Compliance for Pre-Qualification Criteria of Air India Tender)**

**To**

Senior Manager-Corporate Communications  
 Air India , 5th Floor, Airlines House,  
 113, Gurudwara Rakabganj Rd,  
 New Delhi-110001.

**Sub: Certificate regarding Turnover Certification etc. for BID**

Dear Sir,

We, \_\_\_\_\_(Name of Statutory Auditor ) as the Statutory Auditors of M/s \_\_\_\_\_ (Name of bidder)  
 , having reviewed the annual accounts and related records of the M/s for the last three financial years, hereby  
 confirm and certify as under :-

- 1) Annual turnover of the last years of M/s \_\_\_\_\_(Bidder) is as under :-

Accounting Year	Turnover from PR	Total Turnover
	Rs.in lakhs	Rs. in lakhs
2015-16		
2016-17		
2017-18		

In view of the foregoing, it is certified that the minimum turnover for M/s \_\_\_\_\_ exceeds Rs. 5 crore for each of the last three completed audited accounting years from Social Media and PR activities.

- 2) Based on a review carried out of the relevant records for last 5 years and the list provided to us and attached herewith of assignments/projects completed/done by M/s \_\_\_\_\_(Bidder), we certify that the Bidder in its present name on its own is noted to have a minimum of 5 years" experience in Social Media and PR agency business (last 5 consecutive years) working in several PR assignments on its own for \_\_\_\_\_( specify type of clients such as, multinational company and/or company of national repute) as per the details hereunder.
- 3) Again based on the same list referred to at point no. 2 above, we certify the values of two PR assignments / contracts taken up / executed by M/s \_\_\_\_\_(Bidder) multinational, top corporate, major airlines and / or hospitality / travel and tourism sector clients in the last 3 years as under :-

Accounting Year	Name, Address & Cat.* At least 2 Clients Each Year	Value & Term of Contract Rs.in lacs/Period
2015-16		
2016-17		
2017-18		

\*Category

Name of Audit Firm (Signature &amp; Seal of Authorised Signatory and Membership No.)

Name of Chartered Accountant Place &amp; Date

\*Bidder whose accounts are not audited by Statutory auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

Certificate from Statutory Auditor for Details of Assignment done by a Bidder during past three years (as specified in Air India Tender) – see Point no.2 of Appendix-I: Form-16

S.No.	Assignment Description	LOA/WO No.&Dt.	Client Details Name,Addr, Phone Nos	Nature of Client MNC/PSU Airlines/Etc.	Total Value of Contract/ Order	Date of Start	Present Status

1. Copies of Letter of Awards (LOA)/Work Orders to be enclosed.
2. Assignment completed earlier than three years need not be indicated here. But for 5 years experience certification, these can be separately listed.
3. It may be noted that in the absence of the above Certificates, the details would be considered incomplete and inadequate and lead to the bid being considered ineligible for technical evaluation.

Certificate from Statutory Auditors regarding Assignment

Based on the books of accounts and other published information authenticated by it, this is to certify that LOA/WO/Agreements as above list were awarded to M/s \_\_\_\_\_ (Name of Bidder) by several Clients listed above and also certified that the total value of assignment executed by M/s \_\_\_\_\_ (Bidder) was \_\_\_\_\_ (specify amount).

Name of Audit Firm

(Signature & Seal of Authorised Signatory)  
Membership No.

Name of Chartered Accountant

Place &  
Date

\*Bidder whose accounts are not audited by statutory auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

## Appendix-I: Form-17

**Service Level Agreement and Penalties**

1. This document describes the service levels to be established for the various services offered by the Selected Bidder to MoCA as specified in the Work scope specifications at Annexure-II. The Selected Bidder shall be responsible to monitor and maintain the stated service levels to provide quality services in all respects.
2. The service levels applicable for various activities will be incorporated in the Contract between MoCA and the Selected Bidder as service level agreement (SLA) and the same have been provided in the tables below. These service levels define the vendor's responsibility in terms of ensuring the timeliness and accuracy of services (including deliverables) under the Contract and have been broadly categorized as below:
3. No penalties shall be levied on the Selected Bidder in the cases of Force majeure event affecting the SLA.
4. The selected bidder will have to comply with the provisions of the Information Security Policy (ISP) of MoCA and instructions given from time to time for compliance of the policy.

**5. SLAs-Timely Delivery**

Definition	Time of delivery would be defined as the actual time taken to deliver various deliverables identified as part of the scope of work provided in the Contract. Regular and timely delivery is of essence to deliver the intended PR message to the target audience.	
Service Level Requirement	The service level requirements on account of timely delivery is that 'All the deliverables defined as part of the scope of work have to be submitted regularly within the time lines provided in the Contract	
Measurement of Service Level Parameter	<p><b>Benchmark :</b> Service levels shall be measured in 'Number of days' of delay from the date of submission as required in the Annexure-II such as requirements of Section A (a), ( b) (regular press releases, interviews/meetings at regular intervals), Section C 7 (monthly reports on digital PR), Section D, 2.1( a) time-line for press clippings, (b) Media management reports on daily basis , copies within 24 hours, Chairman message for in-flight magazine, In-house magazine, Crisis communication, etc. of the project Contract.</p> <p><b>The list indicated here being illustrative only</b></p> <p><b>Tolerance level :</b> Up to 2 incidents in a month allowed for similar work-scope areas/activity/tasks identified in Annexure-II</p>	
Penalty for non-achievement of SLA Requirement	Delays measured based on the above measure would attract a penalty per day as provided below :	
	A. 1.For press releases and Press Clippings, (Section A. a. and Section D 2.1.a.) 2. Media Management Reports required on daily basis and/or copies within 24 hours (Section D 2.1.b.) 3. Crisis Communication (Section D 2.1. (b) (xii)	2 X 1% of the total value of the applicable months billing per incident
	B. 1.For Interviews/meetings not held regularly (Section A.(b)) 2.For Inflight magazine/In house magazine material/ message delayed	1 X 1% of the total value of the applicable months billing per incident
	C. 1. Monthly Digital Reports (Section C.7) 2. Deliverables delayed –	1 X 0.5% of the total value of the

	<p><b>i) Market Intelligence Reports, (daily/monthly) (Section C. 2)</b>  <b>ii).Hard copies /CD weekly coverage, adverse reports, etc. (Section D. 2.1 a (i) to (iv))</b></p>	<p>applicable months                  billing per incident</p>
<p>The total penalty would be generated by the product of the above and the number of days of delay. No cognizance would be taken of any fractions, i.e. periods less than a day (e.g. if the delay is for 12 hours or more, delay would be counted for 1 day only). Similar yardstick would be used for delays in other deliverables.</p>		

**6. SLA-Accuracy of Delivery**

<b>Definition</b>	<p>Accuracy of deliverables would be assessed in terms of error/ defects detected in the deliverables post their delivery to MoCA.</p>	
<b>Service Level Requirement</b>	<p>All the deliverables defined in the Contract have to be submitted First-Time-Right.</p>	
<b>Measurement of Service Level Parameter</b>	<p>The service levels would be measured in terms of number of errors/ defects for each of the deliverables/information/material as defined in the Contract.  <b>Tolerance level</b> : Up to 2 incidents in a month allowed for similar work-scope areas/activity/tasks identified in Annexure-II</p>	
<b>Penalty for non-achievement of SLA Requirement</b>	<p>Occurrence of errors/defects/bugs would attract a penalty per defect as per the following – Occurrence of errors/defects/bugs would attract a penalty per defect as per the following –</p>	
	<p>• Material error/ defects/inaccuracies/ Inappropriate presentation.                   (Material here implies any element of information/data/presentation which affects could affect the perception of MoCA adversely, what could constitute “material” in this regard shall be absolutely the discretion of MoCA, though opportunity could be given to the party to explain their position)</p>	<p>1 X 0.01% of the total value of monthly billing per such Error/Defect Penalty detected</p>

**7. SLA-Deficiencies/Delinquencies/Inadequate services**

<b>Definition</b>	<p><b>Provisioning of Services at the places, time, manner as indicated in detail in the Work Scope Annexure-II in detail</b></p>	
<b>Service Level Requirement</b>	<p>The access and availability of the PR Agency services as per the terms of Agreement</p>	
<b>Measurement of Service Level Parameter</b>	<p>Services provided or not</p>	
<b>Penalty for non-achievement of SLA Requirement</b>	<p>If the Selected Bidder is not able to meet the above defined service level requirement, then any deviation from the same, delinquencies, deficiencies would attract penalties as provided below:</p>	
	<p><b>A.No. of Centres (Section C.5.) (Section D 2.1)</b></p>	<p>2 X 1% of the total value of the applicable months billing per deficiency.</p>
	<p><b>B. i)Agency Response 24*7 Team {(Section D. 2.1 Media Management (b)(xvii)}</b>  <b>ii)Mobilization time -Agency Response 24*7 Team {(Section D. 2.1 Media Management (b)(xvii)}</b></p>	<p>2 X 1% of the total value of the applicable months billing per deficiency.</p>

		1 X 0.5% of the total value of the applicable months billing per deficiency.
	C. Vernacular coverage deficiencies {(Section D. 2.1 (a) }	1 X 0.5% of the total value of the applicable months billing per deficiency.
	D.Trainings/Workshops {(Section D. 2.1 Media Management (b)(xi) and (xiii)}	1 X 0.5% of the total value of the applicable months billing per deficiency.
	E.Updated media list monthly / regularly {(Section D. 2.1 Media Management (b)(xv) and (xvi)}	1 X 0.5% of the total value of the applicable months billing per deficiency.
	F. Other Deficiencies / delays / delinquencies for any other item indicated in detailed Work scope not covered in the above Illustrative list above	1 X 0.5% of the total value of the applicable months billing per deficiency

**8. Resolution Time**

The party will be given opportunity for resolving the deficiencies by written notices by MoCA team (2 at the most), on repeat incidents/deficiencies for which penalty already levied, only one such notice be given, if not rectified/said service not provided still, the applicable penalty would be levied.

- 9. **SLA-MIS Reports-** Selected Bidder should provide adequate / setup/ processes for capturing data required for measuring SLAs at no extra cost to MoCA
- 10. **Maximum Penalty-**The maximum penalty at any point of time on a cumulative basis and for any period should not exceed 10% of the total Contract value.
- 11. In case the penalty **leviable** exceeds 10%, **reflecting on the performance levels of the Bidder**, MoCA reserves the **right to terminate the Contract**.

## Letter of Financial Proposal

To  
Sr Manager-Corporate Communications  
Air India Limited  
Airlines House  
New Delhi – 110003, INDIA

Dear Sirs

We, .....(Bidder Applicant's name) enclose herewith our Financial Bid towards RFP  
No. "RFP-, dated----- and our Technical Bid.

Our attached Financial Proposal is for the sum of [Insert the amount(s) in words and figures.]

We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to Financial Proposal shall result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of 180 (one hundred and eighty) days from the PDD of the Proposal.

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

We remain,

Yours sincerely,

Authorised Signature [In full and initials]

Name and Title of Signatory

Name of firm:

Address:

## FINANCIAL PROPOSAL

tem No.	Description	Amount (Rs.)
A	FEES / CHARGES	Per Month Charges    Two yrs Charges
	Social media and PR agency Fees including Service Charges (Lump sum Cost) quoted per month-fixed non-escalatable during the entire 24 months period of PR contract.	
	[NOTE: All the expenses relating to the PR agency personnel, such as towards salaries, local travel, domestic travel and hotel accommodation of Support Personnel, expenses related to meetings, documentation, presentations, as and when required by MoCA, all the Deliverables indicated in the RFP shall be borne by the PR Agency and shall therefore be included in this quote as total lump sum cost, which shall be taken for evaluation.	
B	APPLICABLE GST (State the % Rate applicable with HSN code-Tax invoices to be issued by the selected bidder)	
C	TOTAL COST OF THE Social Media and PR Assignments (including taxes) for 24 months (A + B) (in Rs.) In Indian Rupees .....(in figures) ..... (in words)	

**Note:**

- The financial evaluation shall be based on the above Financial Proposal, including Other Costs.
- No escalation on any account will be payable on the above amounts.
- Financial Proposal is to be indicated in Indian Rupees. All payments shall be subject to applicable Indian laws TDS.
- Hourly / Daily / Monthly/Per Person rates should not be quoted. Applicant Bidder is required to quote total lump sump cost for the entire assignment as per the assignments under the Worksopce and this tender.
- The selection of Selected Bidder would be based on the Bidders quoting the lowest total amount to be paid by MoCA towards the services rendered.
- The rates offered should be fixed for the entire Term of the Contract and net to MoCA. No other charges would be borne by MoCA. Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the Bidder's sole risk, and the decision of MoCA in such cases would be final and binding.

Certified that:

- There are no hidden costs to MoCA over and above the net remuneration.
- We agree to hold the quoted offer firm till completion of the Contract.
- We have read, understood, and agree to comply with the terms & conditions of the Tender

**Name of the Bidder****Bidder's Seal & Signature**

### Check list for MUST conditions

Non-compliance to any one of MUST conditions as indicated below will lead to disqualification of Technical Bid.

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

Ref. No.

Date:

To,  
Sr Manager- Corporate Communications  
Air India , Airlines House  
New Delhi-110001

**Sub: MUST conditions**

Dear Sir,

We hereby confirm that we, the Bidder Applicant, agree MUST conditions laid down in the RFP document

Sr. No.	Description
1	No Subcontracting or Assignment. Clause – 3 of Annexure – I <span style="float: right;">Yes / No</span>
2	Deposited “Bid Security” (EMD). Clause – 6 of Annexure – I <span style="float: right;">Yes / No</span>
3	Shall deposit a sum equal to 10% (Ten percent) of agreement value with MoCA, within time frame of ..... ( <i>indicate days here</i> ) Clause – 7 of Annexure – I <span style="float: right;">Yes / No</span>
4	Agree to the Invoicing & Payment terms. Clause – 14 of Annexure – I <span style="float: right;">Yes / No</span>
5	Agree to the Penalties clause for delay / deficient / non-performance. Clause – 15 of Annexure – I <span style="float: right;">Yes / No</span>
6	Agree to Confidentiality / Non-disclosure Agreement. Clause – 16 of Annexure – I <span style="float: right;">Yes / No</span>



8	Conflict of Interest. Clause – 17 of Annexure – I	Yes / No
9	Deliverables – Key Personnel. Clause – 4 of Annexure – II	Yes / No
10	Agree to all terms & conditions of RFP	Yes / No

Note : "NO" to any one of the above conditions will lead to rejection of Technical Bid.

Bidder Applicant's authorised signatory

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

**Statement of Legal Capacity**

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

Ref. No.

Date:

To,  
Sr Manager-Corporate Communications  
Air India , Airlines House  
New Delhi-110001

**Sub: Appointment of Social Media and PR Agency**

Dear Sir,

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

We are nominating following personnel as our Authorised Representatives and declaring that they have been duly authorized to submit our Proposal, to attend the public opening of Technical Proposals and Financial Proposals and for doing any other correspondences and communications in respect of the RFP.

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

PAN Number: \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

PAN Number: \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned Authorised Representative(s).

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

NOTES:

- ☐ This Statement of Legal Capacity should be on the letterhead of the PR Agency and should be signed by a person competent and having the power of attorney to bind the PR Agency, duly authorised by the Bidder Applicant.
- ☐ The Bidders Authorized Representatives are required to carry a copy of this statement of Legal Capacity while attending the Pre-Proposal meeting, public opening of Technical and Financial Proposals and submit the same to Air India.

## Non-Disclosure Agreement-MUST

RFP No. ....

### NON-DISCLOSURE AGREEMENT

*(NDA to be discussed and executed with successful Bidder Applicant)*

This Non-Disclosure Agreement (this "**Agreement**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_.

### BY AND BETWEEN

Ministry of Civil Aviation, located at Rajiv Gandhi Bhavan at the Safdarjung Airport in New Delhi -110001 (hereinafter referred to as "**MoCA**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

### AND

\_\_\_\_\_, a firm registered with the ----(Bidder Applicant to mention body of registration) with its registered office at \_\_\_\_\_ (hereinafter referred to as "**Entity**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Both parties hereto collectively referred to as the "Parties" and individually as a "Party".

### WHEREAS:

- A. Ministry of Civil Aviation is responsible for formulation of national policies and programmes for the development and regulation of the Civil Aviation sector in the country.
- B. \_\_\_\_\_ is inter-alia engaged in the profession of providing various types of Social media and PR agency services and such related activities.
- C. Pursuant to RFP dated \_\_\_\_\_ bearing No. RFP-..... for "Appointment of Social Media and PR Agency", Air India has agreed to award the PR agency work for to M/s\_\_\_\_\_ and accordingly, issued a Letter of Appointment dated \_\_\_\_\_ to enable the Entity to commence its internal processes required for carrying out the required PR services as per the RFP. The parties are currently, in the process of finalizing the terms of the definitive final agreement.
- D. During the course of procurement of the services, MoCA may disclose/share MoCA/ Govt. of India's proprietary and confidential information with the PR entity, and/or its employees/associates and/or PR Agency entity may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (as hereinafter defined) of MoCA/ Govt. of India.
- E. The Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly, have decided to enter into this Agreement to establish and set forth the obligations of each Party with respect to any such Confidential Information.

For purposes hereof, the term “Disclosing Party” shall refer to “MoCA” and the term “Recipient” shall refer to “PR Agency”.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Definition. “Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, Recipient including its affiliated companies, directors, officers, employees and agents of such affiliated companies (collectively, “Recipient's Representatives”), from and its affiliated companies, relating to the business of MoCA/ Govt. of India, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form of media, including, but not limited to, all sales and operating information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by MoCA; (iii) becomes available to Recipient on a non-confidential basis from a source other than MoCA *provided* that such source is not bound by a confidentiality agreement with MoCA or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.
2. Scope. This Agreement is intended to cover Confidential Information disclosed by MoCA both prior and subsequent to the date hereof.
3. Obligations of Recipient. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of MoCA, disclose such information to any person for any reason at any time. The term “person” as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.  
The recipient will grant access to the Confidential Information only to its employees on a need to know basis (who have clear need to know the Confidential Information for the purposes of execution and completion of the Consultancy) and shall impose the same obligation on its employees, who obtain knowledge of Confidential Information.
4. Compelled Disclosure. In the event that Recipient or any of Recipient’s Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents ) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient’s Representative, as the case may be, will provide MoCA with prompt notice of such request(s) so that MoCA may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or MoCA grants a waiver hereunder, Recipient or such Recipient’s Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.
6. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of MoCA, and Recipient shall keep the same at all times in its custody and subject to Recipient’s control and shall return the same upon

- completion of the specified Purpose. Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by MoCA.
7. Return of Confidential Information. Promptly following the earlier of (i) the termination of this Agreement or any other agreement for the proposed potential business relationship and (ii) the written request of MoCA, Recipient will deliver to MoCA all documents or other materials furnished by MoCA to Recipient constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient. In the event of a written request from MoCA, all other documents or other materials constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient, will be destroyed with any such destruction confirmed and certified by Recipient in writing to MoCA.
  8. No Obligation. Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the parties from entering into an agreement with any other party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.
  9. Remedies. Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause MoCA irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, MoCA, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.  
Notwithstanding the above, the Recipient will indemnify and hold MoCA harmless from and against any and all loss, liability, damages, costs, claims and expenses, including all court costs, attorney fees and legal fees, which MoCA might suffer/incure as a result of any violation whatsoever of this Agreement by Recipient.
  10. Termination. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; *provided, however,* that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of MoCA's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information unless such survival is stipulated by law for a longer period.
  11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of courts situated in Delhi, India to the exclusion of all other courts situated elsewhere.
  12. Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or cancelled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or cancelled.
  13. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
  14. Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.
  15. Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient by operation of law or otherwise without

the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

MoCA By:  
Name:  
Title:  
PR Agency Entity

By: \_\_\_\_\_

Name: .....  
Title: .....

WITNESSES:

- 1.
- 2.

\*\*\*\*\*