

-Request for PROPOSAL (RFP) for Empanelment of YouTube with DIPR ASSAM-

1. Introduction

- a. Public Relations Department, Assam was established in June 1940 at Shillong, the then Capital of the State. It was named Publicity & Rural Development Department at the time of inception. The main objective behind setting up of the Department was to disseminate war propaganda in the wake of the Second World War and to uphold public morale in support of the Allied Power.

The head of Publicity Department was called Publicity Officer and he had two Asstt. Publicity Officers one for Assam Valley and the other for Surama Valley. In November 1997, the Government of Assam vide Notification No.AR31/ 97/2 Dated 1.11.97 created a new Department namely “Information &Public Relations Department” by bifurcating the existing Home Department and the new I&PR Department was made the Administrative Department for Directorate of Information & Public Relations. Consequently, the Government of Assam vide Notification No., AR31/97/6 Dtd. 28.4.1998 also upgraded the Directorate of Information & Public Relations from a Level-II Directorate to a Level- I Directorate.

Directorate of Information & Public Relations publishes books and magazines highlighting the programmes, plans & achievements of the Government, culture & traditions of different communities, importance of different places of the state, festivals etc.

2. Invitation for Empanelment

DIPR, Assam invites Proposals (the “Proposals/Bids”) for the empanelment of YouTubers as per the scope given in this RFP document. The Applicants desirous of taking up the projects under this empanelment are invited to submit their Proposal / Bid in response to this RFP. The Applicants should have the necessary experience, capability, and expertise to perform, as per the terms and conditions defined in this RFP.

The RFP is not an offer by DIPR, Assam, but an invitation to receive responses from potential parties. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by a duly authorized official(s)of DIPR, Assam with the Successful Agencies.

The document has been prepared as per the relevant provisions of Assam Public procurement Act, 2017.

3. Determination of empanelment and reasons thereof are mentioned herewith in accordance with Rule 7 of Assam Public Procurement Rules, 2020 of sub-section (1) of Section 5 of Assam Public Procurement Act, 2017.

- To reach out to a wider targeted population and enhance citizen engagement to a higher level by undertaking public engagement for a meaningful public participation for formulation of public policy.
- YouTube can help bridge the gap between government and citizens as engaging YouTubers will help in dissemination of information along with immediate feedback. Unlike other methods of government publicity through newspapers and televisions where feedback is not generally received, through you tubers, public feedback on various schemes / projects can be gathered.
- Even though, government has initiated number of grievance redressal mechanisms like toll free numbers, specific grievances are only placed by a limited number of public.
- YouTube can be of help in making the government more citizen centric as in the candid conversations by influencers, citizens are expected to be able to easily share their grievances without hesitation.
- This will help in employment generation as more and more youth will be interested in exploring social media platform as a career.
- This will help in awareness generation regarding various schemes/projects of the government wherein, public will be made aware regarding various beneficiary schemes. for example- instead of a newspaper ad on how to get agricultural loan/subsidy under any scheme, an interactive video of a YouTuber having expertise in rural field with a successful farmer explaining how he could avail the loan/subsidy can be more beneficial.
- YouTubers have wide reach and connect with the youth. Hence, through the involvement of such you tubers, more and more youth can be reached out regarding various youth oriented schemes/ projects of the government.
- In number fields, YouTuber involvement has the potential to help in meeting government objectives. For example- travel vloggers have the potential to help boost the tourism sector; lifestyle vloggers have the potential to boost business sector etc.
- Often, local area feedback is required before taking up any scheme/ project for a particular area for example relocation of an office of a public importance. In such scenario, a local YouTuber can be more effective than a traditional method of gathering public views.
- Social Media has the scope of re sharing and re posting content across different platforms like FB, Instagram etc. This results in more and more

engagement with immediate comments and responses in the form of likes etc. But present methods of publicity like Print, Radio and TV do not have the scope of such dynamic engagement by the public.

- The dynamic real time feedbacks generated by the use of social media can be of help in trend analysis which can further help the government in formulating better citizen oriented schemes/projects.

Why YouTube?

YouTube is often considered the best medium to promote videos compared to other social media platforms for several reasons:

Specialization in Video Content: YouTube is primarily a platform for video content, so users go there specifically to watch videos. This makes it an ideal platform for promoting video content as it reaches an audience already interested in watching videos.

Searchability: YouTube's search functionality is robust, allowing users to easily find videos on topics they are interested in. This makes it easier for our content creators to reach their target audience based on search queries and keywords.

Longevity of Content: Videos on YouTube have a longer lifespan compared to other social media platforms, where content can quickly get buried in users' feeds. YouTube videos continue to attract views and engagement over time, providing a more sustained promotional impact.

Monetization Opportunities: YouTube offers various monetization options for our content creators, such as ads, memberships, and merchandise sales, providing additional incentives for promoting our content on their platform.

Audience Engagement: YouTube's comment section and community features facilitate engagement between creators and viewers, fostering a sense of community around the content. This interaction will help promoting videos through word-of-mouth recommendations and social sharing.

YouTube's focus on video content, searchability, longevity, monetization opportunities, and audience engagement make it a preferred choice.

4. Objective

To reach out to a wider targeted population and enhance citizen engagement to a higher level by undertaking public engagement for a meaningful public participation for formulation of public policy, DIPR, Assam proposes to empanel YouTubers.

The YouTubers will be required to provide services at every stage of the campaign - from discovering the right mix of content based on the campaign objectives, assisting with content creation and media planning & execution, to analyzing and reporting on a campaign's success.

5. Scope of Work

The scope of work will include, but not be limited to, following:

- i) Understanding the Brief, Target Audience & Markets as well as the timelines for deliverables.
- ii) Post Campaign Analysis Report as per the requirement of DIPR, Assam that will include, but not limited to, following
 - a) The YouTubers to coordinate with DIPR, Assam for reporting format to be submitted post-completion of the campaign including analytics on the demography/geography of the audience reached.
- iii) DIPR to identify the right mix of YouTubers from different fields like travel, lifestyle, tourism, rural life etc.

6. Pre-Qualification Criteria are mentioned below in accordance to sub-section (2) of Section 7 of the Assam Procurement Act, 2017.

DIPR will scrutinize the proposals received online to determine whether they are complete and as per the RFP requirements tabulated below:

There will be 3 categories of empanelment with separate rates-

Category 1 – A YouTuber of this category should have 100K to 500K subscribers for his or her YouTuber channel

#	Criteria	Documentary Proof to be submitted by the YouTuber as evidence of the criteria
1.	The YouTubers must be from Assam, able to do content in Assamese and other regional languages of the state/ Hindi/ English/ Bengali (any 2)	Declaration on the letterhead with relevant supporting documents
2	The YouTuber should have at least posted minimum 12 videos in last 1 year (Jan 2023-Dec 2023)	Declaration on the letterhead with relevant supporting documents (Share analytics report)
3	8 out of the 12 videos as indicated at Sl 2 above in last 1 year (Jan 2023-Dec 2023) should have an average video view of 30K	Declaration on the letterhead with relevant supporting documents (Share analytics report)
4.	The YouTuber's last 10 videos posted in last 1 year (Jan 2023-Dec 2023) should have an average watch time of 10K hours	Declaration on the letterhead with relevant supporting documents (Share analytics report)

Category 2 – A YouTuber of this category should have 500K to 1M subscribers for his or her YouTuber channel

#	Criteria	Documentary Proof to be submitted by the YouTuber as evidence of the criteria
1.	The YouTubers must be from Assam, able to do content in Assamese and other languages of the state / Hindi/ English/ Bengali (any 2)	Declaration on the letterhead with relevant supporting documents
2	The YouTuber should have at least posted minimum 15 videos in last 1 year (Jan 2023-Dec 2023)	Declaration on the letterhead with relevant supporting documents (Share analytics report)
3	10 out of the 15 videos as indicated at SI 2 above in last 1 year (Jan 2023-Dec 2023) should have an average video view of 40K	Declaration on the letterhead with relevant supporting documents (Share analytics report)
4.	The YouTuber's last 10 videos posted in last 1 year (Jan 2023-Dec 2023) should have an average watch time of 10K hours	Declaration on the letterhead with relevant supporting documents (Share analytics report)

Category 3 – A YouTuber of this category should have 1M and above subscribers for his or her You Tuber channel

#	Criteria	Documentary Proof to be submitted by the YouTuber as evidence of the criteria
1.	The YouTubers must be from Assam, able to do content in Assamese and other languages of the state / Hindi/ English/ Bengali (any 2)	Declaration on the letterhead with relevant supporting documents
2.	The YouTuber should have at least posted minimum 20 videos in last 1 year (Jan 2023-Dec 2023)	Declaration on the letterhead with relevant supporting documents (Share analytics report)
3	15 out of the 20 videos as indicated at Sl 2 above in last 1 year (Jan 2023-Dec 2023) should have an average video view of 70K	Declaration on the letterhead with relevant supporting documents (Share analytics report)
4.	The YouTuber's last 10 videos posted in last 1 year (Jan 2023-Dec 2023) should have an average watch time of 10K hours	Declaration on the letterhead with relevant supporting documents (Share analytics report)

7. Technical Evaluation Criteria:

The evaluation shall be made as per relevant clauses of Rule 11 of Assam Public Procurement Rules, 2020 under Section 14 of Assam Public Procurement Act 2017.

Separate Evaluation for the 3 categories

Category I-

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
1	Minimum Subscribers of YouTube Channel of the YouTuber	350 K to 500 K = 20 200 k to 350 k = 15 100K to 200 K = 10	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
2	No. of Videos posted in last 1 year (Jan 2023-Dec 2023)	More than 15videos = 20 marks 12 to 15 videos= 10 marks	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
2	Average video views of last 8 videos posted in last 1 year (Jan 2023-Dec 2023)	Above 60 K = 20 45 k to 60 k= 15 30K to 45 K= 10	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
3.	Average watch hours of last 10 videos posted in last 1 year (Jan 2023-Dec 2023)	100K- hrs= 20 marks 50K-99K hrs= 10 marks 10K-49K hrs= 5 marks	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20

I/490844/2024

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
4	<p>The presentation should cover the following</p> <ul style="list-style-type: none"> i. YouTuber's Profile ii. Type of contents created iii. Audience response on the contents iv. His/her ideas in maximizing government publicity v. Appreciation letter from any organization vi. Awards received if any vii. 2 nos. sample videos to be submitted on the success stories of the Govt. of Assam depicting Approach & Methodology 	Will be evaluated based on quality of presentation	A copy of Presentation is to be submitted along with proposal	40

Category II-

I/490844/2024

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
1	Minimum Subscribers of YouTube Channel of the YouTuber	800 K to 1M= 20 600 k to 800 k = 15 500K to 600 K = 10	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
2	No. of Videos posted in last month posted in last 1 year (Jan 2023-Dec 2023)	More than 20 videos = 20 marks 15 to 20 videos= 10 marks	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
2	Average video views of last 10 videos posted in last 1 year (Jan 2023-Dec 2023)	Above 75 K = 20 60 k to 75 k= 15 40K to 60 K= 10	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
3.	Average watch hours of last 10 videos posted in last 1 year (Jan 2023-Dec 2023)	100K- hrs= 20 marks 50K-99K hrs= 10 marks 10K-49K hrs= 5 marks	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20

I/490844/2024

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
4	<p>The presentation should cover the following</p> <ol style="list-style-type: none"> i. YouTuber's Profile ii. Type of contents created iii. Audience response on the contents iv. His/her ideas in maximizing government publicity v. Appreciation letter from any organization vi. Awards received if any vii. 2 nos. sample videos to be submitted on the success stories of the Govt. of Assam depicting Approach & Methodology 	Will be evaluated based on quality of presentation	A copy of Presentation is to be submitted along with proposal	40

Category III-

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
1	Minimum Subscribers of YouTube Channel of the YouTuber	2 M and above= 20 1.5 M to 2 M = 15 1 M to 1.5 M = 10	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
2	No. of Videos posted in last month posted in last 1 year (Jan 2023-Dec 2023)	More than 25 videos = 20 marks 20 to 25 videos= 10 marks	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20
2	Average video views of last 15 videos posted in last 1 year (Jan 2023-Dec 2023)	Above 100 K = 20 85 to 100 k= 15 70K to 85 K= 10	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20

I/490844/2024

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
3.	Average watch hours of last 10 videos posted in last 1 year (Jan 2023-Dec 2023)	100K- hrs= 20 marks 50K-99K hrs= 10 marks 10K-49K hrs= 5 marks	A letter duly certified by the YouTuber mentioning the subscribers along with the page insights	20

I/490844/2024

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
4	<p>The presentation should cover the following</p> <ul style="list-style-type: none"> i. YouTuber's Profile ii. Type of contents created iii. Audience response on the contents iv. His/her ideas in maximizing government publicity v. Appreciation letter from any organization vi. Awards received if any vii. 2 nos. sample videos to be submitted on the success stories of the Govt. of Assam depicting Approach & Methodology 	Will be evaluated based on quality of presentation	A copy of Presentation is to be submitted along with proposal	40

*You tubers securing 70 or more marks in technical evaluation will be eligible for empanelment.

8. Deliverables and Timeline

The timeline for milestones / deliverables identified shall be as follows:

#	Key Deliverables	Expected Units	Timelines
Module 1: Content planning and Management			
1	Submission of Outreach strategy and plan	1	Within 7 days
2	Conceptualize and Execute Campaigns in consultation with Directorate of Information and Public Relations	-	As mandated
Module 2: Content Distribution & Reporting			
3	Posting of Videos		As mandated in the agreement
4	Prompting the videos in stories of Facebook, Instagram, WhatsApp and other social media handles		As mandated in the agreement
5	Report on Social Media Presence analysis containing the following:		

	<ul style="list-style-type: none"> ● Social Traffic Analysis <p>-Comparative FB/Instagram/YouTube Impression, Reach & Engagement Analysis</p> <ul style="list-style-type: none"> ● Content Analysis of the most engaging types of posts which led to success (Engaging Posts and Social Page Analysis) 	reports	Two weeks
9	Submission of Archived content/data/images/videos etc. on a hard drive		Within 1 Month

10	Detailed analysis report of overall promotion of the campaign on the various Platforms and the results achieved	reports	Within 1 Month
----	---	---------	----------------

Note:

The above list of deliverables is indicative in nature and is subject to change as per the requirements of the project. The targets will be defined on the basis the above milestones and progress will be reviewed on the achievement of such targets.

9. Penalty Clause-

1. The detailed contract will be signed with selected YouTuber. Any breach in the contract will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the YouTuber will be the property of the client.
2. If at any given point of time it is found that the YouTuber has made a statement/ posted videos/ social media posts which is factually incorrect or if the YouTuber doesn't fulfil any of the contractual obligation, the DIPR may take a decision to cancel the contract with immediate effect.
3. DIPR will make payment after necessary deductions of penalty.
4. Time shall be the essence of the Agreement; However, for delay in service deliverables reasons not pertaining to selected YouTuber, DIPR shall take decision on extension of such timelines and levy of penalty.
5. The penalty may be levied after giving the YouTuber, an opportunity to explain the deviation and delay in the deliverables. In case the DIPR is not satisfied with the justifications provided by the YouTuber, then the penalty shall be levied.
6. If delayed in completion of the project the 1st opportunity will be given for 7 days and again if it's not completed in the 2nd opportunity and then 5% of work value will be deducted.

10. Code of Ethics

A YouTuber upon being shortlisted shall not post on its social media handle/profile any offensive, abusive, discriminatory and/or inappropriate content. This includes but is not limited to any material that promotes hatred, violence, racism, sexism, discrimination, harassment, or any content that is considered harmful or disrespectful to individuals or groups based on their race, ethnicity, gender, sexual orientation, religion or any other characteristic. Posting of such content shall result in termination of the Contract between the selected YouTuber and the Authority. The decision of the Authority as to what content comes within the purview of this clause will be final and binding.

11. Allocation of Work

- i. The empanelment shall be initially for 1 year from the date of accepting the terms and conditions by the empanelled YouTubers and signing of an agreement with DIPR Assam and may be further extended based on periodic

- reviews and performance assessment during the duration of empanelment at the same terms and conditions for a period of 2 more years, with extension given for 1 year at a time.
- ii. Empaneled YouTubers will submit their details of previous work along with their interest areas in a proforma.
 - iii. DIPR shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
 - iv. DIPR will select YouTubers based on their previous work and interest area etc and chosen you tubers from the empanelled depending on the scheme/project to be promoted. DIPR will give a brief based on the nature to the selected you tuber for that specific scheme/project and the empanelled YouTuber shall submit content idea/script. DIPR will accept/reject the proposal submitted as the case may be.
 - v. This RFP document covers a broad scope of work for each category. The exact scope of work, deliverables, timelines, service level, payment terms, etc., would be as per specific for every work.
 - vi. DIPR reserves the right to award the work to any of the empanelled you tubers.
 - vii. The selected YouTubers shall not assign the project to any other Agency, in whole or in part, to perform its obligation under the agreement.
 - viii. Mere empanelment with DIPR does not guarantee the allocation of work.
 - ix. DIPR may at its discretion allocate work to any YouTubers at a time depending on the quantum, nature, and criticality of the work.

Social Media Agency (Consultant): To communicate and verify the data with the empanelled YouTuber, DIPR Assam will engage the empaneled social media agency as consultant. They will along with DIPR committee shortlist and select the YouTubers to execute the project.

They will also verify data provided by YouTubers.

This process will involve analysis of engagement rates, audience demographics, and reach metrics. Utilizing social media analytics platforms, the consultant will cross-reference data provided by YouTubers with platform-generated metrics to ensure accuracy and transparency. Additionally, periodic audits and access to raw data will be requested to further validate the information presented by YouTubers audience demographics, and reach. Tools to be used to analyze data provided by YouTubers with platform-generated metrics to ensure consistency and authenticity. Additionally, conducting periodic audits and requesting access to raw data can further validate the information presented by YouTubers.

12. Preparation of Proposals

A. General Considerations- In preparing the Proposal, the YouTuber is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

B. Cost of Preparation of Proposal- The YouTuber shall bear all costs associated with the preparation and submission of its Proposal, and the DIPR shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The DIPR is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the YouTuber.

C. Language- The proposal, as well as all correspondence and documents relating to the Proposal exchanged between the YouTuber and the DIPR, shall be written in English language.

D. Documents Comprising of Proposal- The Proposal shall comprise the documents and forms listed in this RFP document including Technical Proposal.

The participating YouTubers shall also submit hardcopies of the “**Key Documents**” in the office of the DIPR, in addition to online submission of the technical proposal. Key Documents shall comprise the documents as mentioned in the RFP.

E. Proposal Validity- The **RFP** indicates the period during which the YouTuber’s Proposal must remain valid after the Proposal submission deadline. During this period, the YouTuber shall maintain its original Proposal without any change, including the availability of the Key Experts.

13. Indemnifications and Liabilities

A. The YouTuber shall fully indemnify, hold harmless and defend Directorate of Information and Public Relations and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third party claim including claims for infringement of intellectual property rights and/or other rights , which arise out of or relate to:

i. any breach of any representation or warranty of the YouTuber contained in the RFP.
ii. any breach or violation of any covenant or other obligation or duty of the YouTuber under this RFP. Directorate of Information and Public Relations accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any YouTuber upon the statements contained in this RFP.

B. Directorate of Information and Public Relations reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected YouTubers on the ground of Directorate of Information and Public Relations action.

C. The YouTuber shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Directorate of Information and Public Relations or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the YouTuber and Directorate of Information and Public Relations shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the YouTuber in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

D. The YouTubers shall, at all times, indemnify and keep indemnified Directorate of Information and Public Relations , against all claims including third party claims / damages

for any infringement of any intellectual property rights of any third party .

E. The Successful YouTubers shall at all times indemnify and keep indemnified Directorate of Information and Public Relations against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services.

F. All claims regarding indemnity shall survive the termination or expiry of the Contract.

14. Termination

A. Directorate of Information and Public Relations may terminate the contract by serving written notice:

a. Immediately in case the YouTuber is in breach or fails to remedy breach in the performance of its obligations hereunder. Directorate of Information and Public Relations may provide a within 30(Thirty) day notice to cure the defect, however failure to cure the defect within 30 days or any further period as the Directorate of Information and Public Relations may have subsequently approved in writing, shall render the termination of the contract;

b. In the event services of the YouTuber is not satisfactory or upto the mark;

c. If the YouTuber becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the contract;

d. If the YouTuber fails to comply with any final decision reached as a result of arbitration proceedings

e. If the YouTuber is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the contract;

f. If the YouTuber submits to Directorate of Information and Public Relations a false statement which has a material effect on the rights, obligations or interests of Directorate of Information and Public Relations;

g. Any other reason as deemed fit by the Directorate of Information and Public Relations.

2. The YouTuber may terminate the Service Agreement by not less than sixty (60) days' written notice to the Directorate of Information and Public Relations.

23.3. Payment upon Termination: Upon termination of the contract, Directorate of Information and Public Relations shall make the proportionate payment for services satisfactorily performed prior to the effective date of termination.

15. Force Majeure

A. For purposes of this Clause, "Force Majeure" means an event beyond the control of the YouTuber and not involving the YouTuber's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, lockdowns and freight embargoes. The YouTuber shall not be liable for imposition of any such sanction so long the delay and/or failure of the YouTuber in fulfilling its obligations under the contract is the result of an event of Force Majeure.

B. If a Force Majeure situation arises, the YouTuber shall promptly notify Directorate of Information and Public Relations, Assam in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by Directorate of Information and Public Relations, Assam in writing, the YouTuber shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

C. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, Directorate of Information and Public Relations may at its option terminate the contract

without any financial repercussion on either side.

D. In case due to a Force Majeure event Directorate of Information and Public Relations, Assam is unable to fulfil its contractual commitment and responsibility, Directorate of Information and Public Relations, Assam will notify the YouTuber accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

16. Dispute Settlement Mechanism

A. All disputes or differences arising out of or in connection with the RFP/ contract or any part thereof should be settled by bilateral discussions. Directorate of Information and Public Relations and the YouTuber shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

B. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either Directorate of Information and Public Relations, Assam or the YouTuber may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between Directorate of Information and Public Relations and a YouTuber relating to any matter arising out of or connected with the Tender Documents/RFP/Contract, such dispute or difference shall be referred to the sole arbitrator, as appointed by the Government (Department of Information and Public Relations). The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of Directorate of Information and Public Relations.

C. Venue of Arbitration: The Sole Arbitrator shall have its seat in Assam.

D. The Arbitration proceedings will be in English Language.

E. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

F. The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Directorate of Information and Public Relations' Arbitration proceedings.

G. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Assam.

17. Applicable Law

The contract shall be governed by Guwahati High court and interpreted in accordance with the laws of India for the time being in force.

18. Reserved rights

A. Directorate of Information and Public Relations reserves the right to;

i. Accept/reject any of the RFP clauses in full or part without assigning any reason thereof.

ii. Revise the requirement at a later stage as and when required.

iii. Amend, modify, relax or waive any of the conditions stipulated in the RFP wherever

deemed necessary.

iv. Terminate the contract at any stage as deemed fit by the Directorate of Information and Public Relations.

B. Directorate of Information and Public Relations reserves the right to;

i. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the YouTuber in response to this RFP or at any later stage, or in the event of any contravention by the YouTuber of any condition or criterion stipulated, Directorate of Information and Public Relations shall terminate or cancel the appointment / engagement of the YouTuber, and nothing shall be payable or be paid by Directorate of Information and Public Relations to the YouTuber as compensation/damages or penalty;

ii. Directorate of Information and Public Relations will not be liable for any costs, damages or losses incurred by any YouTuber participating in this RFP, if Directorate of Information and Public Relations decides to cancel the RFP process or for any reason whatsoever;

iii. The YouTuber shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by Directorate of Information and Public Relations to facilitate the evaluation process;

iv. The submission of a response to this RFP by any YouTuber confirms the YouTuber's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the YouTuber acknowledges that it has:

- understood and examined the extent of the Rights, scope of Work and other information made available in writing by Directorate of Information and Public Relations, for the purpose of this RFP;
 - examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP;
 - satisfy itself as to the correctness and sufficiency of the RFP; and
 - YouTubers to this RFP or their agents may not make any contact with any party employed by or directly associated with Directorate of Information and Public Relations or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to assamdipr@gmail.com.
- No queries shall be entertained by the Directorate of Information and Public Relations after the scheduled date and time mentioned in the RFP.

19. Corrupt or Fraudulent Practices

1. It is required by all concerned namely the YouTuber etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Directorate of Information and Public Relations will reject a proposal for award if it determines that the YouTuber recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question.

2. Directorate of Information and Public Relations reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the YouTuber. In addition, Bid Security/Performance Security (as the case may be) deposited by the YouTuber shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

20. Confidentiality

A. The YouTuber agrees and acknowledges that this RFP is confidential and the YouTuber, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such YouTuber. The undue use by any YouTuber of confidential information related to the Bid process may, at the sole discretion of Directorate of Information and Public Relations, result in the rejection of its Bid. The YouTuber shall further ensure that such financial and legal advisors or any other employees, representatives of the YouTuber maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

B. The YouTuber is not authorized to waive or release any privileged information obtained from or on behalf of Directorate of Information and Public Relations. The YouTuber is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the YouTuber and Directorate of Information and Public Relations. This requirement is also intended to prohibit the YouTuber from using information obtained from or on behalf of Directorate of Information and Public Relations or its successors or assignees, including work product prepared at Directorate of Information and Public Relations 's expense, for other clients of the YouTuber without the prior written approval of Directorate of Information and Public Relations. The YouTuber is not authorized to identify Directorate of Information and Public Relations as a client for the purposes of marketing or for advertising, without the prior written approval of Directorate of Information and Public Relations. Upon termination of the relationship, the YouTuber agrees to return promptly all information obtained from or on behalf of Directorate of Information and Public Relations or any copies thereof to Directorate of Information and Public Relations. The YouTuber is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with Directorate of Information and Public Relations without the prior written approval of Directorate of Information and Public Relations.

C. All information and documents that are furnished by the YouTuber will be treated as strictly confidential by Directorate of Information and Public Relations and shall not be disclosed by Directorate of Information and Public Relations to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

**Director of Information and Public Relations
Assam, Dispur, Guwahati-6**