

REQUEST FOR PROPOSALS
FOR
EMPANELMENT OF SOCIAL MEDIA INFLUENCERS
A Swayampurna Goa Initiative

Ref. No: ESG/23-24/IT/SMI-EMP

ISSUED BY



ENTERTAINMENT SOCIETY OF GOA

ON BEHALF OF



Department of  Information and Publicity
Government of Goa

(Link: esg.co.in)

BACKGROUND AND INTRODUCTION

The Entertainment Society of Goa (ESG) is a registered Society under the Societies Registration Act 1860, Government of Goa. It is located at Maquinez Palace, Old GMC, Campal, Panaji – Goa.

The ESG was formed in the year 2004 and it strives to promote artistic culture in the State of Goa by Organizing among other entertainment activities, the prestigious International Film Festival of India. The ESG is a Nodal Agency to host International Film Festival of India (IFFI), Goa and Goa is the permanent venue to hold IFFI every year. Apart from IFFI, ESG also organizes other Film Festivals and film related events, Workshops/Courses related to films and other musical and social entertainment aimed at uplifting artistic skills.

In view of the above background, ESG (*referred hereafter as “Authority”*) intends to engage the services of Social Media Influencers for promotional activity so as to create maximum awareness of Government Schemes, Policies and Programs through the influencer with their Social Media handles.

This document outlines the Guidelines and procedures for the empanelment of Social Media Influencers (SMIs) from Goa to collaborate with the government for advertisement and promotion purposes.

1. GENERAL INSTRUCTIONS

1. The Applicants shall submit/ upload their applications latest by 5.00 PM on or before 14/02/2024 and any application received after the specified time and date will be summarily rejected. Applicants are encouraged not to wait for the last date of submission of the Applications as the scrutiny of the Applications will commence no sooner the Applications are received by the Authority.
2. **The Applicant shall have a public social media account. Private accounts will not be eligible for consideration.**
3. The Applicants shall submit only one proposal i.e. under a single category. If the Applicant submits or participates in more than one category, all such proposals shall be disqualified.
4. The Applicant whose Social Media handle/profile contains offensive, abusive, discriminatory or inappropriate content will be rejected without further notice or explanation. 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.
5. If the applicant is finally selected by the Authority, then a letter of empanelment would be issued in favour of the Shortlisted Applicant. The Letter of empanelment will be an acceptance of the Shortlisted Applicant's Application/proposal on the terms and conditions set out in the present Request for Proposal.
6. The Shortlisted Applicant shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry.
7. The Authority will shortlist applicants, in accordance with the method

of selection specified in this document.

8. The 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 Authority's decisions are final and binding.
9. The Applicants shall submit their proposals/Applications upon a careful consideration of the terms and conditions contained in the present Request for Proposal and upon being satisfied with the same. By submitting its proposal/Application, the Applicant accepts the terms and conditions contained herein.
10. The entire process for making an application for empanelment is an online process. The APPLICANTS are requested to submit the proposal in English language and strictly as per the fields made available on the portal. The committee constituted by the Authority will evaluate/ scrutinize only those applications that are received online and complete in all respects.
11. Upon receiving approval from the Authority, the shortlisted Applicant shall ensure that the approved post remains publicly visible on the designated social media handle, until any further instructions are received from the Authority.
12. The Shortlisted Applicant shall not delete, hide, or alter the approved post's content, caption, or associated hashtags without prior approval from the Authority.
13. An Applicant 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 Shortlisted

Applicant and the Authority. The decision of the Authority as to what content comes within the purview of this clause will be final and binding.

14. The Shortlisted Applicant should maintain total confidentiality of all the information provided by the Authority. All such information shall be the property of the Authority. Upon termination of the Contract or the expiry of the duration of the contract with the Shortlisted Applicant, the Shortlisted Applicants obligation of confidentiality shall not cease.

15. Duration of Assignment :

The contract will be initially for a period of one year and on satisfactory performance the term may be extended further for a period of Two years at the sole discretion of the Authority and as per such evaluation process as may defined by the Authority.

16. For any dispute, the Authority shall be the final authority and its decision shall be final and binding.

17. The issue of this RFP does not imply that the Authority is bound to select an Applicant and the Authority reserves all rights to accept or reject or cancel any or all applications without assigning any reason thereof. The Authority reserves the right not to proceed with the empanelment.

18. Any update regarding the RFP shall be uploaded only on the Authority's website.

19. The relationship between the Shortlisted Applicant and the Authority shall always be on a 'principal to principal' basis. Nothing contained herein shall be construed as constituting/establishing or creating a joint venture, partnership, pooling arrangement, or any other form of business arrangement or organization between the parties. The rights and obligations of the parties are only those as expressly set forth in this RFP. The Shortlisted Applicant shall act as an independent contractor and not as an agent or partner of the Authority with third parties for any

purpose whatsoever, and neither party shall have the authority to bind the other party or make any commitments of any kind for or on behalf of the other party except as specifically provided herein. Each party shall be solely responsible as a principal, for all their respective liabilities and payments related to its employees, taxes, insurance premium, compensation, financial obligations, and all other obligations, legal requirements under the State as well as Central Government etc.

20. The Authority may also terminate the Contract if the Shortlisted Applicant fails to meet its obligations.

21. In the event that the Shortlisted Applicant receives any feedback or requests from their audience or followers regarding the approved post, the Shortlisted Applicant shall promptly forward such communications to the Authority. The Shortlisted Applicant shall not respond or take action independently without consulting the Authority. Breach of this condition will result in termination of the Contract with the Shortlisted Applicant.

22. If the Shortlisted Applicant identifies any errors, omissions, or inaccuracies in an approved post, they shall immediately notify the Authority for any necessary modifications or edits. The Shortlisted Applicant shall not make any alterations to the content or messaging of the approved post without prior approval from the Authority.

23. During the contract period, the Shortlisted Applicant agrees to maintain their social media account as public without any modifications to the account's privacy settings. The account should remain accessible and viewable to the general public for the entire duration of the contract.

24. The influencer shall comply with all the terms and conditions set forth by the respective social media platform(s) which they use. This includes adhering to community guidelines, copyright regulations, and other applicable policies.

25. The Applicant accepts and acknowledges that the Authority does not guarantee any minimum or maximum amount of work or assignments to the Shortlisted Applicants during the contract period. An Applicant upon being shortlisted and issued a Letter of Empanelment by the Authority does not create any contractual obligation on the part of the Authority to offer or allocate work. The Authority reserves the right to engage the Shortlisted Applicants based on the need, budget constraints, and other factors as applicable, without any obligation to offer work to all the Shortlisted Applicants.
26. The Shortlisted Applicant shall refrain from posting content or engaging in activities that may contradict and/or cast doubt and/or negatively affect the public perception of the content of the posts provided & approved by the Authority.
27. Any question, disputes and/or differences in opinion arising under or out of or in any way relating to the terms and conditions contained in the RFP and the Contract, arising between the Authority and the Shortlisted Bidder shall be resolved through mutual discussions and negotiations. If a resolution cannot be reached, the dispute shall be referred to the CEO of the Authority and the decision of the CEO shall be final and binding on the parties. If the Authority is resultantly directed to pay interest to the Shortlisted Bidder, the same shall be in the nature of simple interest to the maximum extent of 8% per annum. The liability to pay the interest shall commence from the date of the decision of the CEO of the Authority. The Shortlisted Bidder herein acknowledges that it shall not raise any objection to such reference on the ground that the CEO of the Authority is a Government servant and that he/she has dealt with the matter to which the RFP relates or that in the course of his/her duties as such Government servant, he/she had expressed his views on all or any of the matters in dispute or difference.

28. This policy shall be governed by and interpreted in accordance with the laws of India.

29. Payment/ Remuneration

The remuneration for the Shortlisted Applicants will be based on the category (A, B, C, or D) they are shortlisted in.

30. Amendments and Termination:

- a. The Authority reserves the right to amend or modify any terms and conditions or scope specified in this document and the letter of empanelment.
- b. The engagement of the Shortlisted Applicants may be terminated if they fail to comply with the guidelines, breach any of the terms of this RFP or the agreement, or if the Shortlisted Applicant either directly or indirectly engages in unethical practices, and/or harms the reputation of the government.

31. Confidentiality and Non-Disclosure:

- a. All information furnished by the Authority in pursuance of the empanelment of the Shortlisted Applicant shall be deemed to be confidential except for information that is approved for uploading on the social media platform of the Shortlisted Applicant. The Shortlisted Applicants must maintain the confidentiality of all information, in any form, received from the Authority during their collaboration as well as after the expiry of the duration of the Contract or upon the termination of the contract.
- b. The Shortlisted Applicant accepts and acknowledges that the Shortlisted Applicant's breach of this Contract will cause irreparable harm to the Authority and the Government of Goa.

2. ELIGIBILITY CRITERIA:

1. The Applicant shall have presence on either Facebook, Instagram, YouTube or Twitter for minimum period of one year. The Highest count of followers on any one of these platforms will be considered for determining the influencer's category.
2. The shortlisting of the Applicants will be determined by highest count of followers on any one of the Social Media platforms as detailed below:
 - a) Category A - 1,00,000 and above followers/subscribers
 - b) Category B - 50,000 to 99,999 followers/subscribers
 - c) Category C - 25,000 to 49,999 followers/subscribers
 - d) Category D - 10,000 to 24,999 followers/ subscribers
3. Only profiles of individual persons will be considered for empanelment. Pages or non-individual accounts such as accounts of a company, groups etc. will not be taken into consideration except for YouTube channels owned by individuals.
4. Profiles should demonstrate active engagement, with a minimum of 60 posts in the last six months.
5. Applicant must be a resident of Goa and provide a latest domicile / residence certificate of 15 years.
6. The Applicant should have completed 18 years of age at the time of submitting his/her application.

3. Application Process:

- I. Applicant must provide information regarding their social media handles, number of followers/subscribers, and proof of Goan domicile while applying for the Empanelment in prescribed format.
- II. Applicant must provide proof regarding their 60 social media posts in the last 6 months.
- III. Application/proposal for empanelment shall be submitted online through a designated portal provided by the Authority.

4. Selection Process:

- i) The Scrutiny Committee will comprise of a Minimum 5 Member Team nominated by the Authority.
- ii) Once the applications/proposals are submitted, the scrutiny committee formulated by the Authority will review the applications based on the eligibility criteria as defined, to shortlist eligible candidates. The Scrutiny Committee shall not wait for the last date of submissions in order to commence the scrutiny of the Applications. The Scrutiny Committee will commence the scrutiny of the Applications no sooner they are received by the Authority.

4. SCOPE OF THE WORK:

All the Shortlisted Applicants in consultation with the Authority shall perform the following tasks, but not limited to;

- ii. The Shortlisted Applicants will be provided with ready content by the Authority. The content will be either Graphic or in Audio Visual Format.
- iii. The content must be posted on all the platforms, i.e., Facebook, Instagram, Twitter and YouTube within the stipulated timeframe as intimated by the Authority.
- iv. The Shortlisted Applicants may also create their own content in consultation with the Authority and release the same after it is approved by the Authority, in writing. If the proposed content is not approved, in writing, then the Authority is not liable for releasing any payment.
- v. The content once posted shall not be deleted without the written approval of the Authority, during the contract period.
- vi. The Shortlisted Applicants must adhere to strict policy of not posting any obscene or offensive content on their Social Media Platforms.
- vii. The Shortlisted Applicants shall not refuse to air any content released by the Authority. If the Shortlisted Applicants fails to air content on his/her platforms then the Authority will have right to terminate the contract with the Shortlisted Applicant.
- viii. Ownership of Content:**
 - a. All content provided to the Shortlisted Applicant as well as the content created and posted by the Shortlisted Applicants under the Agreement will be owned by the Authority, even if it is created by the Shortlisted Applicants.
 - b. The content provided by the Authority to the Shortlisted Applicant as well as the content created and posted by the Shortlisted Applicant, in terms of this RFP, shall not be used for any purpose

by the Shortlisted Applicant other than the intended purpose under this RFP without the prior written permission of the Authority.

- c. The Authority reserves the right to use, modify, and distribute the content as deemed necessary for advertisement and promotional purposes.

ix. Content Modification and Removal:

- d. The Shortlisted Applicant will be required to promptly remove or modify any content as informed by the Authority if there are any errors, inaccuracies, noticed in the contents or any changes are required to be carried out in the content.
- e. In the event of modification or variation of the content and uploading of the modified and/or varied content on the social media platform of the Shortlisted Applicant, the payment will only be made for one post, irrespective of the number of posts that need to be replaced as a result of such modification and/or variation.
- f. In case a post of the Shortlisted Applicant is deleted or removed from their social media platforms as per the request of the Authority, no payment will be made for that particular post.

- x. The Shortlisted Applicant shall not modify the content released by the Authority or use the content to create other content with contradictory views or create a parody of the content. Such an act will entitle the Authority to terminate the Agreement.

xi. Duration and Evaluation:

- a. The contract will be initially for a period of one year and on satisfactory performance the term may be extended further for a period of Two years at the sole discretion of the Authority and as per the evaluation process defined by the Authority.
- b. The performance and effectiveness of the Shortlisted Applicant will be evaluated every six months based on the reach, engagement, and impact of their promotional activities.

- c. Categories (i.e. A, B, C and D) once decided will not be changed for a period of 1 year.
- d. Categories can be changed at the end of the year during the renewal process.

xii. Submission of Proof of Post:

The shortlisted Applicant will be required to submit proof of posting the content on their social media platform to the Authority in the format as prescribed.

5. PAYMENT/ REMUNERATION

Remuneration to all the Shortlisted Applicants who have entered into a contract with the Authority will be paid based on their respective categories and level of engagement as detailed below:

A. Remuneration to Shortlisted Applicant for posting of Graphics provided by the Authority:

Category A	Rs. 2,000
Category B	Rs. 1,500
Category C	Rs. 1,000
Category D	Rs. 500

B. Remuneration to Shortlisted Applicant for posting of Audio Visuals provided by the Authority:

Category A	Rs. 4,000
Category B	Rs. 3,000
Category C	Rs. 2,000
Category D	Rs. 1,500

C. Remuneration to Shortlisted Applicant for posting of Audio Visuals created by the Shortlisted Applicant and approved by the Authority:

Category A	Rs. 50,000
Category B	Rs. 30,000
Category C	Rs. 20,000
Category D	Rs. 10,000

6. LEGAL INSTRUCTIONS TO THE APPLICANT:

1. Termination of Contract:

Failure of the Shortlisted Applicant to comply with the requirement of any clause herein contained shall constitute sufficient ground for the termination of the Contract.

2. Changes in the Contract

The Authority shall at any time, by written order given to the Shortlisted Applicant, make changes within the general scope of the contract and the Shortlisted Applicant should abide by the same.

3. Law Governing Contract

Its meaning and interpretation, and the relation between the Authority and the Shortlisted Applicant shall be governed by the applicable laws of India.