



REQUEST FOR PROPOSAL (RFP)

For
CONTENT CREATION NETWORK
(Local Social Media Influencers)

PROCURING ENTITY: TOURISM DEPARTMENT

November 2024

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DISCLAIMER

Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Indication of any discrepancies shall be given to the Procurement Unit of the Tourism Department immediately. If no indication is received from any Bidder within seven (07) working days from the date of the notification of the Tender Document/Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.

The Tourism Department reserves the right to modify, amend or supplement this Tender Document.

BID INFORMATION SHEET

Document Description	Content Creation and Distribution Services Portfolio (Local Social Media Influencers)
Reference Number	
Date Tender Issued	03.12.2024
Pre-Proposal Meeting	Not Applicable
Submission Deadline	22.12.2024
Language of Bid	Bids should be submitted in English
Bid Opening (Technical)	23.12.2024
Bid Opening (Financial)	23.12.2024
Validity of Tender	90 (Ninety) Days from the Date of the Tender Opening
Address for Submission of Response to Tender Document	https://tourismsey.chell.es/content-network-2024-2026
Address for Submission of Challenges	Principal Secretary Tourism Department Procurement@seychelles.com
Duration of the Contract	Two years

SECTION 1: BACKGROUND INFORMATION

Introduction

This document constitutes the Tender information pertaining to the selection of suitably qualified companies and/or individuals for the setting up of a network of contractors to provide required and desired services to the Tourism Department as content creators and distributors.

Background

Tourism Seychelles is mandated with marketing the Seychelles Islands globally as the preferred tourist destination.

Tourism Seychelles must deliver a dynamic and invigorating marketing plan that includes global advertising campaigns, earned and paid media, public relations strategies, social media outreach and promotional campaigns, trade fair attendance, sales call missions and educational and sensitisation campaigns with trade partners about destination Seychelles. These strategies are supported by a carefully selected marketing tools and promotional collaterals.

The Tourism Department is soliciting proposals from interested and qualified candidates to be part of its Content Creation Network, covering a range of skills from photography, videography, writing, graphic design, as local social media influencers, to support its role of inspiring visitors to travel to the Seychelles for their next holiday.

Participation in the Network will be for a period of two years from November 2024 to October 2026. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in section 4 of this RFP document.

SECTION 2: INSTRUCTION TO BIDDERS

Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:

- a. Include all documentation specified in this RFP.
- b. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- c. Comply with all requirements as set out within this RFP.

2.1 Bidding Methodology

The Bidding methodology adopted for this procurement shall be the one stage two envelope methodology.

The last date for the submission of bids is as mentioned in the Bid Information Sheet. No bids shall be accepted after the date and time mentioned above.

Technical and Financial Bids shall be opened on the same day as mentioned in the Bid Information Sheet.

Each bidder shall submit only one (1) bid. A bidder who submits or participates with more than one (1) bid shall be disqualified.

2.2 Scope of Bid

Refer to **Section 3** of this Tender Document.

2.3 Minimum Eligibility Criteria of Bidders

Bidding is open to all content creators residing in Seychelles for the duration of the contract with a minimum two years demonstrated experience creating content distributed via a minimum of two social media channels.

2.4 Technical Bids

Proposal format is open to submission presentation style and delivery of the bidder, but it must include the following information.

- (i) Tax Identification Number
- (ii) Background information on the individual including profile or CV in the form of a Media Kit; this should include the following information:
 - i. Area of speciality, be it a specific area or the entire spectrum.
 - ii. Provide an equipment list (if to be outsourced to outline who to sub-contract).
 - iii. Demonstrate experience of creating content, include links to an up-to-date portfolio of social media posts related to the Destination (no hard copies will be accepted).

- iv. Provide a social media profile and account handle that is accessible by the public (private accounts will not be accepted).
- (iii) Technical Bidding Form

2.5 Financial Bids/Bid Prices

The prices quoted should be without any conditions.

- (i) The bid price should be in SCR.
- (ii) The Financial Bid shall be on a fixed price basis and shall remain fixed during the Bidder's performance of the Contract and not subjected to variation on any account, unless otherwise specified.
- (iii) A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected unless adjustable price quotations are permitted.
- (iv) It is the responsibility of the bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the Financial Bid.

The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tenders or tenders not submitted as per the Instructions to Bidders is liable to be rejected.

2.6 Bid Submissions

All submissions must be submitted by completing the form

- (i) **Technical Bid** -The Technical Bid should be named 'Technical Bid Submission' and should be submitted in either a PDF or a .zip file format. Non-complying submissions will not be opened.
- (ii) **Financial Bid** - The Financial Bid should be named 'Financial Bid Submission' and should be submitted in either PDF or .zip file format. Non-complying submissions will not be opened.

2.7 Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid:

- (a) has been properly signed; and
- (b) is substantially responsive to the requirements of the Bidding Documents.

A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents.

If a bid is not substantially responsive, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

2.8 Evaluation and Comparison of Bids

After bid opening, submitted Technical Bids shall be evaluated and compared by the Adhoc Evaluation Committee of the Procuring Entity for only those bids which meets the minimum qualification requirements and in line with the Bid Evaluation at Section 4.

2.9 Award Criteria

The Procuring Entity will award the Contract to the top 5 Bidders whose Bid has been determined to be substantially responsive and have accumulated the required 5 points.

2.10 Notification of Award and Signing of the Agreement

Following the identification of the successful Bidder(s) and subject to the Notification of the Best Evaluated Bidder and the time period referred to, in accordance with Article 82 of the Act, the Procuring Entity shall issue an offer to the selected Bidders.

The offer shall be made by means of a letter (hereinafter and in the GCC called the “Letter of Offer”). It will state the sum that the Procuring Entity will pay to the Bidder in consideration of the execution of the Services by the Bidder as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

The Letter of Offer and the mutual agreement of its content by both parties will lead to the signing of the Contract.

The Contract, in the form provided in the Bidding Documents, will constitute the agreement between the Procuring Entity and the successful Bidder(s) for their acceptance onto the Network. It will be signed by the Procuring Entity and sent to the successful Bidder(s) along with the Letter of Acceptance. Within fourteen (14) days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Procuring Entity.

2.11 Challenges and Appeals

If, after notification of award, a Bidder who is aggrieved by the decision of the Procuring Entity shall have ten (10) days to forward its Challenge to the Procuring Entity at the address specified in the Bid Information Sheet, and in format as provided in Section 8. The Procuring Entity will promptly respond in writing to the unsuccessful Bidder.

SECTION 3: SCOPE OF SERVICES

The Tourism Department wishes to engage the services of reliable, serious individuals for a period of two years as per the scope of work detailed below.

As a part of the Network, the Service Providers will work with the Department on key projects where their skills will be required, projects will be initiated by the Department according to its needs, and in such cases the Department will cater for all logistics where relevant. The Service Provider may suggest Projects to the Tourism Department according to different opportunities available to them.

Each project will have a Statement of Work (SoW) that would define the deliverables required from the Service Provider.

In the eventuality that the Department requires multiple Service Providers to work on the same project, each Service Provider will have their own SoW that will entail their deliverables as part of the project.

Service Providers will be provided with a two-year contract for their participation on the network with an option for renewal for another year dependent on a satisfactory performance, availability of funds and a determination of need. The contractual obligations of both parties in each fiscal year/period are subject to approved marketing plan and budget availability.

3.1 Services Expected

The selected social media influencers will;

- Create high quality social media content that aligns with the Department's various Destination Brand messaging
- Produce immersive videos that tells an entertaining and experiential story on their respective social media pages
- Provide events coverage on their respective social media pages
- Launch and manage social media campaigns on their respective pages, e.g. giveaway competitions for local marketing projects

The following are the competencies and skills that the Department is expecting to tap into from local social media influencers/content creators that join the network. To note bidders are expected to be proficient in the below mentioned.

- Knowledge of all or specific social media platforms (e.g. Instagram, Facebook, TikTok, etc.)
 - Use of features such as location tags, hashtags, tagging accounts in photo/video or in caption, etc.
 - Use of CTAs (call-to-action) in published content such as Stories, Post captions, etc.
 -
- Communication & Writing:
 - Proficient communication skills - verbal and written
 - Community engagement skills and networking skills

- Passionate about sharing local knowledge on the Destination – willing to present themselves as Destination Ambassadors
- Ability for storytelling in a tone that resonates positively within the tourism industry and represents the Destination in the best way possible
- Creativity:
 - Content curation and creation – the content they create must have a unique approach that leaves a lasting impression e.g. the use of various techniques that gives the content creator an advantage over others
 - Design and editing skills, e.g. for Stories
 - Short-form video filming and editing skills
- Time & Resource Management:
 - Ability to maintain a regular schedule of publishing content
 - Availability to attend specific events for social media coverage
- Competency
 - Must have a minimum of 5000 followers on the individual’s social media page
 - Must have all necessary equipment required to successfully complete projects
 - Must not be associated with defamatory, disparaging, or offensive content, product, or business, or be involved in any pornography or be contrary to any religious belief

3.2 Contract Duration

The contractual service shall be for a period of two years.

SECTION 4: BID EVALUATION

BID EVALUATION

The bids, which are determined as substantially responsive, shall be evaluated by the Internal Procurement Committee of the Procuring Entity for technical compliance and then price aspects.

The Bidder must submit all necessary authentic data with necessary supporting documents of the various items of the technical evaluation criteria, failing which his/her tender is liable to be rejected.

4.1 Technical Evaluation

(i) Evaluation Process

Selection of the best qualified bidder(s) will be based on the qualifications, experience, and commitment of the bidder's lead and support individuals proposed for this RFP.

(ii) Evaluation Committee

The Department will set up an Adhoc Committee for the evaluation. Evaluations may be conducted as a group or individually, however, each Evaluator shall use the same evaluation form, and the results compiled to present a cumulative score with recommendation(s) to the Internal Procurement Committee.

(iii) Evaluation Criteria & Scale

The Evaluation Committee will review and evaluate all offers according to the established criteria contained herein based on a maximum possible value of 100 points.

All proposals must include the following and will be scored by the point scale provided:

NO	DESCRIPTIONS	POINTS
1	Knowledge of Social Media Platforms - The individual must have knowledge of all or specific social media platforms (e.g. Instagram, Facebook, TikTok, etc.) and be able to show the use of features such as location tags, hashtags, tagging accounts, link stickers, etc. - The individual must have knowledge of how to use CTAs (call-to-actions) in published content such as Stories, Post captions, etc.	20
2	Individual Competency - Must have a minimum of 5000 followers on the individual's social media page. - The individual must have all the necessary equipment required to successfully complete a project. - The individual must have a Tax Identification Number (TIN). - The individual must not be associated with defamatory, disparaging, or offensive content, product, or business, or be	20

	involved in any pornography or be contrary to any religious belief.	
3	<p>Content Quality</p> <ul style="list-style-type: none"> - The individual must have proficient verbal and written communication skills and show attention to detail so that content is free of mistakes or slight details that will reduce the quality of impact. - The individual must have community engagement and networking skills and be passionate about sharing local knowledge on the Destination. - The content must be of high visual quality and well-presented allowing viewers to understand the message, e.g. the content presented is not blurry, in low quality format and difficult to understand what the message the content creator wants to present. 	20
4	<p>Creativity</p> <ul style="list-style-type: none"> - The individual must have content curation skills whereby the content they create must have a unique approach that leaves a lasting impression e.g. the use of various techniques that gives the content creator an advantage over others. - The individual must have proficient design and editing skills for still posts (e.g. images, infographics), and short-form video filming and editing skills (e.g. Reels, Shorts, TikTok videos). - The content must have a tone that resonates positively within the tourism industry and represents the Seychelles Islands in the best possible way, e.g. the content is not presented in a sarcastic, defamatory, disparaging, or offensive way. 	30
5	<p>Time & Resource Management</p> <ul style="list-style-type: none"> - The individual must have the ability to maintain a regular schedule of publishing content. - The individual must be able to show availability to attend specific events for social media coverage. 	10
	TOTAL	100

Qualifying Score will be **60 points**.

4.2 Financial Bid Evaluation

The Financial Bids of only the bids scoring above **60 points** will be opened.

The complete financial proposal should be in the format as provided in Section 8.

Evaluation of the Bid will be done on the basis of total price, inclusive of all taxes and duties.

Financial Score (FS) of the proposals will be determined using the following formula:

FS = 100 x (FL/F) where,

“**FS**” is the Financial Score of the Bidder

“**FL**” is the lowest Financial Proposal amongst all and

“**F**” is the Financial Proposal of the particular Bidder

For the purpose of calculation of **Composite Score (S)** for each Bidder, the weightage shall be 70% for the **Technical Score (TS)** and 30% for **Financial Score (FS)** of the respective Bidders. The Composite Score shall be calculated using the following formula:

S = TS x 0.70 + FS x 0.30

Bidders will be ranked accordingly to their Composite Score and will be listed in order of merit. Bidders with a composite score of 60 and above would then be eligible for the award of contract.

The Department plans to negotiate a contract with the top 5 bidders at a compensation rate determined in writing to be fair and reasonable.

SECTION 5: GENERAL CONDITIONS OF CONTRACT (G.C.C)

5.1 Agreed Terms

5.1.1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

(i) Definitions

“Content”	any text, images, photographs, video, sounds, musical works or other materials which are developed, and produced as part of a Project.
“Delivery Materials”	the Content, and all preparatory documents, scripts, artwork and other materials which are relevant to the development and previous versions of the Content, including clearances for third-party material (if relevant) required for a Project, as set out in a SoW.
“Contract Price”	the price for the Project Delivery Materials as per the Service Providers bid.
“Delivery Date”	the date estimated for completion and delivery of the Content and all other Delivery Materials to the Department, as set out in a SoW.
“Storyboard”	the proposal for the Content, submitted by the Service Provider in accordance with the requirements set out in the SoW, and which was approved by the Department.
“Services”	the services provided by the Service Provider as per their bid and set out in a SoW.
“Schedule”	the dates, times and locations for the production and post-production of the Content for the Project, as set out in a SoW.
“Project”	the planned set of tasks to be performed by the Supplier and the Department in relation to the creation/distribution of Content in accordance with a particular SoW.
“SoW”	a document which sets out the details of each Project agreed to by both parties pursuant to Clause 5.2.
“Service Provider”	means the individual or company providing the Services as part of this agreement.

5.1.1 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

5.2 SoW

5.2.1 The Department shall draft a SoW based on the Project requirement and shall provide the draft SoW to the Service Provider for its written approval (not to be unreasonably

withheld or delayed). The Service Provider shall review the draft SoW and promptly notify the Department whether or not it approves the SoW. If the Service Provider does not approve the SoW, it shall provide the Department with clear reasons for this and cooperate with the Department in all attempts to amend the SoW to the satisfaction of the Service Provider (again, acting reasonably).

- 5.2.2 A SoW shall not enter into force, be legally binding or have any other effect unless:
- (i) the SoW has been signed by the authorised representatives of both parties to it; and
 - (ii) as at the date the SoW is signed, this agreement has not been terminated

- 5.2.3 Each SoW:
- (i) shall be entered into by the Department and the Service Provider, and
 - (ii) forms a separate contract between its signatories.

- 5.2.4 Any amendments to this agreement agreed by the Department and the Service Provider in accordance with Clause 5.22 shall be deemed to apply to all future SoWs entered into after the date of such amendment.

5.3 Obligations of the Service Provider

- 5.3.1 Subject In relation to each Project, the Service Provider shall:
- (i) perform the Services in a timely manner, using all reasonable care and skill.
 - (ii) comply with all applicable laws and regulations with respect to its activities under this agreement and each SoW;
 - (iii) provide all materials in an efficient manner;
 - (iv) be responsible for any regulatory clearance or approval of the Content;
 - (v) cast voice artists, actors and models who will feature in the Content (as applicable), in consultation with the Department;
 - (vi) be responsible for obtaining relevant release forms of voice artists, actors and models who feature in the Content, subject to clause 5.4.1. (iii)
 - (vii) deliver to the Department the Delivery Materials on or before the Delivery Date.
 - (viii) write, any script for narration in the Content, unless a script or part of a script is provided by the Department in which case such script or part of a script shall be used and not materially altered by the Service Provider without the consent of the Department
 - (ix) select, gather, hold and develop, in consultation with the Tourism Department, material that is to be contributed to the Content by third parties (if applicable);
 - (x) be responsible for payment of all wages, fees, costs and payments of any nature due to all personnel engaged or employed by the Service Provider to render services in connection with the Content including all applicable tax, and for the payment of all goods and services acquired by the Service Provider in order to perform the Services.
 - (xi) make all necessary preparations for the filming, shooting and production of the Content including arranging the premises, or providing or engaging the crew, studio and other necessary facilities and services necessary to render the Services.

- (xii) prepare and produce, or, pursuant to Clause 5.8.2 obtain a licence to use, background music for the Content.
- (xiii) create and produce the Content; undertake post-production titling, editing, scoring, dubbing, cutting and

5.4 Obligations of the Tourism Department

5.4.1 In relation to each Project, the Department shall:

- (i) provide the Service Provider with all necessary co-operation and assistance in relation to the Services.
- (ii) provide the Service Provider with access to all text, videos, images, material, logos, sounds and musical works, documents (including style guides and branding manuals), information and other materials owned or licensed by the Department, and which are to be used in relation to or incorporated into the Content for a particular Project;
- (iii) where the Department has selected and requires use of a particular voice artist, actor or model, be responsible for arranging the same, including all necessary release forms from such person(s);
- (iv) provide the Service Provider with sufficient quantities of products owned by the Department and which are to feature in the Content; and
- (v) carry out all responsibilities set out in this agreement and each SoW in a timely and efficient manner. In the event of any delays in the Department's provision of such assistance, the Service Provider may adjust the Production Schedule and/or Delivery Date as reasonably necessary.

5.4.2 In relation to each Project, where the premises of the Tourism Department are to be used during the Production Services, the Department shall:

- (i) provide the Service Provider with reasonable access to its premises at no additional expense, inclusive of the cost of space, light and power; provided that the Service Provider shall procure that each of its employees and contractors shall comply with the Department's standard conditions for such access; and
- (ii) inform all employees, agents and guests at its premises of the proposed filming and obtain relevant release forms duly signed by all such persons.

5.4.3 Notwithstanding the assignment of the Intellectual Property Rights in the Storyboard to the Department pursuant to clause 5.8.2, the Department agrees not to use, reproduce, create derivative works from, reproduce, distribute or transmit the Storyboard in whole or in part for the purpose of creating another piece of content, unless it does so via the Service Provider.

5.5 Creative Control and Approval

5.5.1 For the duration of a particular Project, the parties agree to meet from time to time and at such intervals and times set out in the SoW to consult in good faith with each other over the editorial content and artistic direction of the Content, provided that the Department shall, in its absolute discretion but with full discussion with the Service Provider and giving good faith consideration to the Suppliers' views, have final editorial and artistic control over the Content.

5.5.2 The Service Provider shall submit material to the Department for its approval in accordance with the SoW. The Department, acting reasonably, shall either approve such material as satisfactory, or provide the Service Provider with detailed feedback on why it cannot accept such material as satisfactory. The criteria for approval, and the sole basis on which the Department may refuse approval, shall be as set out in the SoW.

5.5.3 In the circumstance the Department does not accept submitted material as satisfactory, the Service Provider shall be given a reasonable amount of time to revise the material and re-submit it to the Department for its approval. The process set out in this Clause 5.5.3 shall then be repeated until approval is obtained, subject to any limit on the number of resubmissions set out in the relevant SoW. Any revisions required in addition to such limit will require a review of the Delivery Dates or other deadlines.

5.6 Communications and Meetings

5.6.1 The person(s) identified as representatives of each party in each SoW (“Representative(s)”) shall have authority to act on that party’s behalf and contractually bind that party in respect of all matters relating to the relevant Project.

5.6.2 The Service Provider shall direct all questions, comments and other communications in relation to a particular Project, as well as all information, data, documentation and materials which it is required to provide under this agreement or a SoW in relation to a particular Project, to the Representative of the Department. In no event shall the Service Provider contact any other team.

5.6.3 For the duration of a particular Project, in addition to the meetings described in Clause 5.5.1, the Representatives shall have regular meetings as set out in the SoW to discuss, and keep each other informed of, the progress of a Project, the Production Services and all other matters relating to a Project.

5.7 Contract Price

Prices charged by the Service Provider for Services delivered under this Agreement shall not vary from the prices quoted by the Service Provider in its Bid.

5.8 Intellectual Property Rights

5.8.1 Subject to Clause 5.8.2, the Service Provider shall:

- (i) assign to the Department all Rights, including the entire copyright throughout the world in all media whether now known or hereafter developed for the full period of copyright and neighbouring (or related) rights on all Content for a Project; such assignment being effective only upon the Suppliers’ receipt of the full Fee (including all instalments, if applicable).

5.8.2 To the extent the Content contains or incorporates material of which neither the Department nor the Service Provider owns the intellectual property rights to, excluding any material provided by the department under clause 5.4.1. (ii), the Service Provider shall obtain, a licence from the relevant third-party rights owner which permits the Department's use, reproduction, transmission, distribution and display of such material in the form of the Content and any other use which is set out in the SoW, on a non-exclusive basis.

5.9 Confidentiality and Announcements

5.9.1 The Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs (including the content of this agreement, all SoWs and the documents referred to in it), except as permitted by Clause 5.9.2.

5.9.2 Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives or advisers, who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement or a SoW. Each party shall ensure that such persons to whom it discloses the other party's confidential information comply with this Clause 5.9 and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement or a SoW.

5.9.4 No party shall make, or permit any person to make, any public announcement concerning a Project without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

5.10 Limitation of Liability

5.10.1 Nothing in this agreement or a SoW shall limit or exclude the Department's liability for:

- (i) death or personal injury caused by its negligence.
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability which cannot be limited or excluded by applicable law.

5.10.2 Subject to clause 5.10 the Department shall not be liable to the Service Provider, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement or a SoW for:

- (i) loss of profits.
- (ii) loss of sales or business.
- (iii) loss of agreements or contracts.

- (iv) loss of anticipated savings.
- (v) loss of or damage to goodwill.
- (vi) any indirect or consequential loss.

5.10.3 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement and each SoW.

5.11 Indemnity

Each party shall indemnify the other party against all actions, costs, demands, losses, claims and expenses of whatever kind or nature suffered or incurred by such other party arising from any actual or alleged breach or non-performance of any of the warranties, representations, undertakings or obligations on that party's part contained in this agreement or a SoW.

5.12 Term and Termination of this agreement

5.12.1 The contractual service shall be for a period of two years (2022 to 2024) with the option for renewal for another year dependent on a satisfactory performance, availability of funds and a determination of need.

5.12.2 A party may give written notice to the other party to terminate the agreement, with immediate effect. Such notice to terminate can only be given if:

- (i) the other party commits a material breach of clause 5.8
- (ii) the other party commits a material or persistent breach of any other term(s) of this agreement which reasonably justifies the opinion that the other party is incapable or unwilling to fulfil its obligations under this agreement and all SoWs then or later entered into;
- (iii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (iv) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

5.12.3 On termination of this agreement for any reason, each SoW then in force at the date of such termination shall also terminate.

5.13 Termination of SoW

In addition to termination of a SoW pursuant to Clause 5.14.1, either party may terminate a SoW with immediate effect by giving written notice to the other party if:

- (i) the other party commits a material breach of any other term of the SoW which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

- (ii) the other party repeatedly breaches any of the terms of the SoW in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the SoW.
- (iii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (iv) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

5.14 Consequences of termination

5.14.1 Upon termination of this agreement or a particular SoW by the Department under Clause 5.13 or 5.14 the Service Provider shall be entitled to receive payment from the Department for the following amounts:

- (i) on a pro rata basis for Services rendered by Service Provider in connection with all affected SoWs up to the date of termination.

5.14.2 Upon termination of this agreement or a particular SoW for any reason:

- (i) neither party shall have any further obligation to the other under this agreement or the affected SoWs except as stated in this agreement or such SoWs;
- (ii) the rights and remedies of the parties that have accrued as at termination shall remain unaffected; and
- (iii) any provision of this agreement or an affected SoW that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

5.15 Force Majeure

5.15.1 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

5.15.2 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.16 Subcontracts

The Service Provider shall not subcontract without prior written authorization from the Client nor cause the Agreement to be performed in fact by third parties. The Service Provider shall not subcontract any part of the Services without the consent of the Client.

5.17 Independent Relationship

The Service Provider is engaged as an independent contractor for the sole purpose of providing the Services and Deliverables. Nothing in the Contract shall be construed as creating a partnership, joint venture, agency or employer-employee agreement of any kind. Neither Party shall be authorized to bind the other legally, financially or otherwise except as explicitly indicated in this agreement.

5.18 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement, a SoW or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5.19 Severance

If any provision or part-provision of this agreement or a SoW is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement or a SoW.

5.20 Variation

No variation of this agreement or a SoW shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.21 Notices

5.21.1 The Any notice given to a party under or in connection with this agreement or a SoW shall be in writing and shall be:

- (i) delivered by hand to the address noted at the beginning of this agreement or the relevant SoW or such other address nominated by a party for notification purposes; or
- (ii) sent by email to an email address nominated by a party for notification purposes.

5.21.2 Any notice shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (ii) if sent by email, at 9.00 am on the next Business Day after transmission.

5.21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

5.22 Entire Agreement

5.22.1 This agreement and the SoWs constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or a SoW. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or a SoW.

5.23 Government Law and Jurisdiction

This agreement shall be interpreted in accordance with the Laws of Seychelles and has been entered into on the date stated at the beginning of it.

SECTION 6: FORMAT FOR SUBMISSION OF BIDS

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the Tender Document.

FORMAT 1 – Format for Covering Letter for Technical Bid

FORMAT 2 – Format for Company Profile Information

FORMAT 3 – TECHNICAL PROPOSAL

FORMAT 3 – Format for Covering Letter for Financial Proposal and Financial Bid

The Bidder may use additional sheets to submit the information for his/her detailed responses.

FORMAT 1

COVERING LETTER for the Technical BID

Sherin Francis
Principal Secretary
Tourism Department

Dear Mrs Francis,

RE: CONTENT CREATION AND DISTRIBUTION SERVICES NETWORK

I/We, the undersigned having read, examined and understood the Instructions to Bidders, Specifications, Conditions of Contract and other relevant documents for the above mentioned hereby submit our response to the Tender Document.

I/We confirm that in response to the aforesaid Tender Document, I/We have not submitted more than one response to the Tender Document including this response to the Tender Document.

I/We give our unconditional acceptance to the Tender Document. In token of our acceptance to the Tender Document, the same has been initiated by us and enclosed with response to the Tender Document.

I/We hereby certify that all the statements made, and information provided, and accompanying statements are true, complete, accurate and correct.

I/We acknowledge that an inaccurate statement or essential omission in a personal declaration or another document required by the Tourism Department might result in the rejection of our application or any other administrative sanction by the Department.

The Tourism Department may verify any statements which I made in this application.

I/We have furnished all information and details necessary for the tender and have no further pertinent information to supply.

I/We also agree that the Tourism Department and its authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.

Yours Sincerely,

NAME OF SERVICE PROVIDER:

SERVICE PROVIDER'S SIGNATURE:

ADDRESS:

FORMAT 2
INDIVIDUAL PROFILE

Required Information	Response	
Legal Name of Individual		
Official Address of the Individual		
	Mobile Number (s)	
	Email	
	Website Address (if applicable)	
Year of Business Registration (if applicable)	<i>Business Registration Certificate to be attached (if applicable)</i>	
License (if applicable)	<i>To be attached as necessary</i>	
Tax Identification Number (TIN)	<i>(To be attached)</i>	
Name & Designation of the Contact Person for the Company (if applicable)		
	Office/Mobile Number (s)	
	Email	

FORMAT 3
TECHNICAL PROPOSAL

Individual Name	
Background of the Individual	
No of Employees (if applicable)	
Experience(s) and competencies of the Individual	(To provide information on the skills and capabilities of the individual whose expertise will be used as part of this RFP) CV if relevant
Experience(s) of the Company/Individual	(To provide or detailed sample of similar or related projects or posts published by the individual during the past two years)
Equipment available	(To provide details of equipment available and to specify if owned or if rented)

Supporting Documents

- 1- Tax Identification Number (TIN)
- 2- Individual profile or Media Kit (include portfolio link to past project(s))
- 3- CV of individual (if relevant)
- 4- Link(s) to active social media profiles of the individual

NAME OF SERVICE PROVIDER:

SERVICE PROVIDER'S SIGNATURE:

ADDRESS:

**FORMAT 4
FINANCIAL PROPOSAL**

Sherin Francis
Principal Secretary
Tourism Department

Dear Mrs Francis,

RE: CONTENT CREATION AND DISTRIBUTION SERVICES NETWORK

I/We, the undersigned enclose herewith the Financial Proposal for my selection for the above mentioned.

I/We, the undersigned agree to contract for, perform and complete the whole of the said contract in conformity with the aforesaid documents for the sum of:

LOCAL SOCIAL MEDIA INFLUENCER	_____ per image post (Instagram/Facebook)
	_____ per carousel post (Instagram/Facebook)
	_____ per 5 stories (Instagram/Facebook)
	_____ per Reel (Instagram/Facebook)
	_____ per TikTok video
	_____ per YouTube Short
	_____ per YouTube Vlog (average 10 minutes)

Or such sum as may be ascertained in accordance with the said conditions.

I/We agree that my/ our Tender shall remain open for acceptance for a period of ninety (90) days from the date of opening of the tender or such further period as may be mutually agreed.

I/ We understand that you are not bound to accept the lowest or any tender and should I/we fail to comply with the instructions to Tenders my/ our tender may not be considered.

This tender has been prepared entirely at my/our own expenses.

Yours faithfully

NAME OF SERVICE PROVIDER:

SERVICE PROVIDER'S SIGNATURE:

ADDRESS:

SECTION 7: CHALLENGE/APPEALS FORM

CHALLENGE/APPEALS FORM

Name of the Bidder	
Address of the Bidder	
Name of the Representative of the Bidder (if applicable)	
Contact Details (Telephone Number/Email Address)	
Name of the Procuring Entity	
Procurement Reference No.	
Specific act or omission in relation to the procurement	
Grounds for Review	

Signature of the Bidder:

Date: