

F No.K-28(28)/2017-Pub.
Government of India
Ministry of Consumer Affairs, Food & Public Distribution
Department of Consumer Affairs

TENDER NOTIFICATION

Subject : Invitation for Expression of Interest(EOI) for engagement of Social Media Management Agency to utilize the Social Media platforms by the Department of Consumer Affairs-reg

Department of Consumer Affairs (DoCA), Government of India desires to engage a credible professional agency as a "Social Network Management Agency" on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about DoCA, consumer rights and the measures available to consumers and the services that are delivered under the schemes & programmes of DoCA. In this context, Expression of Interest (EOI) is invited from credible professional agencies.

All bids have to be submitted online only on <http://eprocure.gov.in>. The tentative schedule and dates are given below:-

S.No	Event	Date	Timings
1	Date of uploading EOI on Central Public Procurement Portal	14 th September, 2017	
2	Pre Bid Meeting	21 th September, 2017	11:00 AM
3	Last date of submission of bids	29 th September, 2017	05:00 PM
4	Opening of Technical Bids	3 rd October, 2017	11:00 AM
5	Presentation by the agencies	6 th October, 2017	
6	Opening of Financial Bids	10 th October, 2017	11:00 AM

A scanned copy of the EMD needs to be uploaded at the Central Public Procurement Portal and the physical copy of EMD needs to be submitted by 28th September, 2017 before 1700 hrs to Deputy Director, Publicity, Room No 466-A, Krishi Bhawan, New Delhi-110001. Registered MSMEs are exempted from payment of EMD.

For more details, visit the Department's website <http://www.consumeraffairs.nic.in> or <http://www.eprocure.gov.in>. Corrigendum, if any, will be uploaded on this Department's website.

(B.S. Kardam)
Deputy Director



**EXPRESSION OF INTEREST FOR
ENGAGEMENT OF
SOCIAL NETWORK MANAGEMENT AGENCY
TO UTILIZE THE SOCIAL MEDIA PLATFORMS
BY THE
DEPARTMENT OF CONSUMER AFFAIRS**

Department of Consumer Affairs
Krishi Bhawan, New Delhi-110001
Website Address: <http://www.consumeraffairs.nic.in>

**EXPRESSION OF INTEREST (EOI) FOR ENGAGEMENT OF
SOCIAL NETWORK MANAGEMENT AGENCY**

Section I: General

1. Schedule and critical dates
 - 1.1 Procedure, terms and conditions
 - 1.2 Eligibility conditions
 - 1.3 Commercial conditions
 - 1.4 Penalty clause
 - 1.5 Preparation of Bid
 - 1.6 Technical and Financial bid
 - 1.7 Signing of Bid
 - 1.8 Method of evaluation and award of contract
 - 1.9 Competent authority's right to vary items/activities at the time of award
 - 1.10 Arbitration
 - 1.11 Labour laws and safety measures
 - 1.12 Applicable Law and jurisdiction
 - 1.13 Insurance and medical
 - 1.14 Indemnification
 - 1.15 Force Majeure
 - 1.16 Failure and Termination clause
 - 1.17 Agency code of conduct and business ethics

Section II: Scope of Work / Deliverable

- 1.1 Introduction
- 1.2 Scope of work

Covering Letter for Submission of Bids

Annexure 1: Technical Bid Format

Annexure 2: Financial Bid Format

Annexure 3: Evaluation Criteria (Technical)

Section I: General

Department of Consumer Affairs (DoCA), Government of India desires to engage a credible professional agency as a “Social Network Management Agency” on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about DoCA, consumer rights and the measures available to consumers and the services that are delivered under the schemes & programmes of DoCA. In this context, Expression of Interest (EOI) is invited from credible professional agencies. For this purpose, scope of work to be taken care by the agency has been broadly spelt out in Section II.

The agency must have in-house production facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the firm. Agency must have expertise in these activities. The entire data will also be stored / archived and the firm has the responsibility to provide it to DoCA and maintain the backup, storage and recovery mechanism. All the real and virtual creations will be right of DoCA and IPR will vest with DoCA.

1. SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates are shown below:

S.No	Event	Date	Timings
1	Date of uploading EOI on Central Public Procurement Portal	14 th September, 2017	
2	Pre Bid Meeting	21 th September, 2017	11:00 AM
3	Last date of submission of bids	29 th September, 2017	05:00 PM
4	Opening of Technical Bids	3 rd October, 2017	11:00 AM
5	Presentation by the agencies	6 th October, 2017	
6	Opening of Financial Bids	10 th October, 2017	11:00 AM

Technical and Financial Bids shall be up loaded on Central Public Procurement Portal. Bidder should be responsible for registering his company at Central Public Procurement Portal and seeking all necessary approvals required to upload the bid.

The DoCA reserves the right to amend the document for EOI, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Central Public Procurement Portal or this Department's website <http://www.consumeraffairs.nic.in> from time to time for any updated information.

1.1 PROCEDURE, TERMS AND CONDITIONS

1.1.1 The EOI is to be uploaded on two bids basis i.e. Technical Bid and Financial Bid.

1.1.2 It is the responsibility of the Bidder to ensure that the bids are up loaded in time by the deadline through www.eprocure.gov.in. A scanned copy of the EMD needs to be uploaded at the Central Public Procurement Portal and the physical copy of EMD needs to be submitted by 29th September, 2017 before 1700 hrs to Deputy Director, Publicity, Room No 466-A, Krishi Bhawan, New Delhi-110001. Registered MSMEs are exempted from payment of EMD.

1.1.3 All bids must remain valid for 180 days from the date of up loading.

1.1.4 The DoCA reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

1.1.5 The DoCA reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the DoCA.

1.1.6 The DoCA also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the Government.

1.1.7 The DoCA reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been

**F.No. K-28/28/2017-Pub
GOVERNMENT OF INDIA
DEPARTMENT OF CONSUMER AFFAIRS**

initiated by Government investigating Agencies/Vigilance Cell.

- 1.1.8 All information contained in the EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agencies.
- 1.1.9 The Agency selected is not supposed to use its name, logo or any other information/ publicity on content published on social media platforms of the DoCA.
- 1.1.10 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- 1.1.11 All material, art work used in management of Social Media Network will be property of the DoCA. Content shared online must be copyright protected.
- 1.1.12 All the real and virtual creations will be right of DoCA and Intellectual Property Rights (IPR) will vest with DoCA.
- 1.1.13 The timeline/schedule of deliverables will be decided as and when the requirement /task activities arise. Bidder should complete the job/activities as and when asked by the DoCA.

1.2 ELIGIBILITY CONDITIONS

The Bidders should fulfill the following eligibility conditions for participating in the Tender/Expression of Interest (EOI). The Bidders should enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the bidder for the smooth and timely execution of the assigned work.

SPECIFIC REQUIREMENT	EVIDENCE
1. Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof
2. Should have a local office in NCR region	-Do-
3. Domain name registered should be on Indian entity	-Do-
4. Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit
5. Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit
6. Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head
7. Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head
8. The cumulative turnover of the agency in the area of Digital Marketing services including social media marketing services for each year 2013 - 14, 2014-15 and 2015-16 should be at least Rs. 1 crore.	Balance Sheets & documents certified by CA

**F.No. K-28/28/2017-Pub
GOVERNMENT OF INDIA
DEPARTMENT OF CONSUMER AFFAIRS**

9. GST Registration	Copy
10. PAN Registration	Copy
11. The agency must have an experience of at least 3 years in Social Media network management and must have completed or handled two projects worth Rs.25 lakhs each for government agency.	Copies of the work orders of Social Media activities
12. The agency must have an in- house production facility for production and editing of contents in all forms.	Undertaking on letter head
13. The agency must have an in- house tools/applications/Software Development & management Team which has developed Social media tool and apps that runs on PCs and mobile devices.	Undertaking of in-house technical capability on letter head
14. Agencies supporting/ promoting any of the following content either in digital/physical format will be treated negative for business	Undertaking on letter head
a) Anti-National Content	
b) Pornographic & Trafficking Content	
c) Political Association	
d) Malicious Content	
e) Content Hurting Religious Sentiments	
6. Promoting Piracy in any form	
15. The agency must have expertise of running social media campaigns on Twitter, Facebook, and YouTube etc. The agency should deploy three social media experts daily in the DoCA office for management of social media platform in English & Hindi of the DoCA and coordination purposes. The selected agency should be able to submit a panel of at least 5 experts from amongst which the Ministry would select 2 experts for deployment at the DoCA site.	Self-certified copy of Images having run Social media campaigns and Undertaking for Deployment of two no. Social media managers in the letter head also.
16. The experts should be Post Graduate in any discipline with at least 3 years of experience in Content Management for websites/social Media Account management and excellent skill in written & spoken English & Hindi, good working knowledge of MS Office/Excel, Social Media management tools/applications, ability to collaborate with stakeholders, & to perform under deadlines in a process-oriented multi-task activities etc., The experts must be well versed in graphic designing tools and have experience in graphic design/online design, visualization in multi-media activities in reputed organization. At least one of the experts must have a bachelor degree/diploma in Fine Arts/Graphic Design/animation from a recognized institution with 3 years' experience.	Relevant Documents in Support of Qualification & experience.
17. At least 10 Team members who are permanent employees of the agency, having been on the payroll for a minimum of 3 years.	Relevant Documentary proof
18. Security Audit certificate to be submitted.	Copy

1.2 (a) Bidders in joint venture and The bidder are not eligible to apply.

1.3 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfill the following terms and conditions:-

a) EARNEST MONEY DEPOSIT (REGISTERED MSMEs EXEMPTED)

- (i) Each bidder is required to submit Rs. 2,00,000/- (Rupees Two lakhs only) as Earnest Money Deposit (EMD) in the form of Bank Draft / Demand Draft in favour of Pay and Accounts Officer, Department of Consumer Affairs, New Delhi, payable at Delhi. A scanned copy of EMD also needs to be uploaded along with the bid at the Central Public Procurement Portal.
- (ii) EMD should be submitted along with Technical Bid.
- (iii) Technical Bid not accompanied with EMD shall summarily be rejected.
- (iv) No interest shall be payable by the DoCA for the sum deposited as Earnest Money Deposit.
- (v) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (vi) The EMD of the unsuccessful bidders would be returned after award of the contract. (EMD of the successful bidder shall be returned only after receiving the prescribed performance security)

b) PERFORMANCE SECURITY

- (i) Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value of job for one year in the form of the bank draft/demand draft or bank guarantee from a scheduled nationalised bank in favour of "P&AO, DoCA" New Delhi, within 10 days of issue of letter for performance security. Performance Security will remain valid even after 60 days beyond the satisfactory completion of job.
- (ii) The successful bidder has to renew the bank guarantee/draft on same terms and conditions for the period up to the contract including extension period, if any.
- (iii) Performance Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

c) PERIOD OF CONTRACT

The contract will be for a period of 2 years subject to the satisfaction of DoCA. If performance is satisfactory, DOCA may extend the contract period for further 1 year on same terms & conditions.

d) PRICES

- i. All the prices must be quoted on unit rate basis in INR along with all applicable charges i.e. professional fee and applicable taxes, duties, etc. (if any).
- ii. The agency has to ensure that the prices / rates quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period.
- iii. No increase in the prices would be allowed during the contract period.

(e) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, the DoCA may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the agencies. To give the Agencies reasonable time in which to take an amendment into account in their bids, the DoCA may, if the amendment is substantial, extend the deadline for the submission of bid.

(f) CONFLICT OF INTEREST

- (i) The Agency is required to provide professional, objective and impartial advice and at all times hold the DoCA's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- (ii) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities: An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

Conflicting Assignment/job: An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.

Conflicting Relationships: An Agency that has a business or family relationship with a member of the DoCA staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the DoCA throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of DoCA, or that may reasonably

be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the DoCA comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

g) PAYMENT SCHEDULE

1. The payment will be released to the agency on monthly basis on receipt of request, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the DoCA. No advance payment will be made. All payments shall be made in Indian Rupees.
2. Payment will be released on monthly basis on successful monthly commitment. Agency should submit monthly bills with clear indication of monthly achievement.

1.4 PENALTY CLAUSE

- a) The detail Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the client. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the client, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof.
- b) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligation, the DOCA may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- c) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% of per week of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

The DoCA will have the right to cancel the contract at any time without assigning any reason thereof.

1.5 PREPARATION OF BID

All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal.

Technical and Financial Bids

- The technical bid should have the following:-
 - i. Forwarding letter as per Annexure 1 on the bidding organization's printed letterhead.
 - ii. The bidder shall submit technical bid in prescribed format as given in Annexure 1. Submission of the different type of Technical bid will result in the proposal being deemed non-responsive.
 - iii. Compliance and documentary proof of eligibility condition spelt out in clause 1.2 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
 - iv. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section.
 - v. A point to point compliance and self-declaration for acceptance of terms and conditions of tender document.
 - vi. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.
 - vii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of DoCA. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.
 - viii. All pages of the document submitted should be signed.
- **The Financial bid must contain the following:**
 - i. Forwarding letter including Financial Bid as per Annexure 2, on the bidder printed letter head.
 - ii. Scope of services as per Section II each page duly signed.
 - iii. No price / rate variation / adjustment or any other escalation will be entertained.
 - iv. The price quoted for Item at S.No. 1 of the Financial Bid format at Annexure-II should not include the expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid by DoCA to the agency on actual basis on production of authentic bills. Agency should inform regarding such expenditure well in advance.

1.6 SIGNING OF BID

The original and all documents of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person's duly authorized to sign by the Bidder to the

Contract. The person or persons signing the Bid shall initial all pages of the Bid.

1.7 METHOD OF EVALUATION AND AWARDS OF CONTRACT

Bidders are requested to submit all requisite documents as per the uploaded tender along with their bids; failing which the bids are liable for rejection.

Evaluation of bids

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the DoCA on any matter related to its Technical and/ or Financial bid.

Any effort by the agencies to influence the DoCA in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid.

A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the qualification criteria. The qualification of the agency and the evaluation criteria for the technical bid shall be as defined below.

The criteria defined in **Annexure 3** would be followed for evaluation of technical bids.

Only Agencies obtaining a total score of 60 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

Criteria for Evaluation of Financial bid: The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

- The lowest evaluated Financial bid (**Fm**) will be given the maximum financial score of 100 points. The financial scores(**F**) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

$$F = 100 \times (Fm / Fb)$$

Where,

Fb =Evaluated amount of financial quote by the particular bidder.

Fm = Lowest evaluated amount of financial quote by the bidder.

Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time, in the presence of representatives of bidders who choose to attend. The name of the Agencies, their technical score (if required), and their Financial bid shall be read aloud.

Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those

**F.No. K-28/28/2017-Pub
GOVERNMENT OF INDIA
DEPARTMENT OF CONSUMER AFFAIRS**

Agencies who qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, the DoCA will use the following formula:

Total points: $(0.7 \times T(s)) + (0.3 \times 100 \times Fm/Fb)$

The bids will be ranked in terms of total points scored. The bid with the highest total points (H-1) will be considered for award of contract.

Example: If in response to this tender, three bids, A, B & C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B & C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

A: $100/120 \times 100 = 83$ points
B: $100/100 \times 100 = 100$ points
C: $100/110 \times 100 = 91$ points

For combined evaluated points, the process would be as follows:

Bid A: $75 \times 0.7 + 83 \times 0.3 = 77.4$
Bid B: $80 \times 0.7 + 100 \times 0.3 = 86$
Bid C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Bid C, in this case would be considered as H1 (Highest total points).

The Evaluation Committee will correct any computation errors, in case of discrepancy.

Negotiations:

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary, shall be held only with the Agency who shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

GENERAL:

- a) Bids once submitted cannot be amended.
- b) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected.
- c) The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the DoCA.
- d) Technical bids and financial bids will be opened, in the presence of Bidders' representatives (One for each bidder), who wish to be present.

1.8 COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

1.9 ARBITRATION

- a) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the DoCA would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.
- b) It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not
- c) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

1.10 LABOUR LAWS AND SAFETY MEASURES

Agencies shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, The bidder shall be liable for the same.

Agencies shall be liable for payments of duties viz. P.F. E.S.I. etc. including any compensation payable under Workmen Compensation Act. DoCA shall have no responsibility or financial or other liabilities towards professional employed by agencies.

Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to The bidder account.

1.11 APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

1.12 INSURANCE AND MEDICAL

It is the responsibility of the agencies to insure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. DoCA shall not be responsible for any such damages.

Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.

1.13 INDEMNIFICATION

- a) The bidder shall at times indemnify and keep indemnified DoCA against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- b) The bidder shall at all times indemnify and keep indemnified DoCA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- c) The bidder shall at all times indemnify and keep indemnified DoCA against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, salaries, remuneration, compensation or the hike.
- d) All claims regarding indemnity shall survive the termination or expiry of the work order.

1.14 FORCE MAJEURE

For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party.

The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.15 FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the

DoCA may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- a) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).
- b) Cancel the contract or a portion thereof by serving prior notice to the Agency.
- c) The DoCA may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the DoCA or take any other action as deemed necessary.

1.16 AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

The DoCA is committed to its 'values & beliefs' and business practices to ensure that Agency, who provides services, will also comply with these principles.

a. Bribery and corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

b. Integrity, indemnity & limitation:

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the DoCA. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the DoCA. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the DoCA or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the DoCA on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

SECTION II

SCOPE OF WORK / DELIVERABLE

1.1 INTRODUCTION

On behalf of DoCA, Government of India, Expression of Interest is invited from credible professional agencies for management of social media platforms in *English and Hindi* for creating awareness about DoCA and the services that are delivered under the schemes & programmes of the Department.

1.2 SCOPE OF WORK

- (i) Creation and Maintenance of Official Twitter, Facebook, YouTube, Instagram and Google Plus and at most 3 social media tools, software which may emerge within the contract period.
- (ii) Creation of relevant blog spot and forums wherein the participation of targeted audience can be invoked.
- (iii) Develop facility of providing linkages of the important Web Pages as specified by the Department.
- (iv) Set up a complete social networking management platform in English & Hindi for the DoCA and manage the same by installing requisite tools/applications in the systems of the DoCA. In this regard, three social media experts are to be deployed on site at the premises of DoCA. They would have the requisite skill sets to gather, collate, design, write contents and post contents on the social media websites under supervision of the DoCA. They would be on site during office hours but remain available 24x7.
- (v) Enhance audience engagement on all social media channels through designing and implementing contests, campaigns & promotions, etc. for generating awareness of people on food related issues, generate buzz about Department's activities and engage citizens over Department's initiatives.
- (vi) Use of specified tools:
 - a) To create a yearly and monthly calendar of post (on Facebook, Twitter etc.) under the guidance of DoCA. The tool would have an ability to create the required calendar.
 - b) Increase the visibility of posts on Facebook, Twitter etc. by sharing them with internal & external audiences. The tool would have an ability to engage with citizens and share posts using a single interface.
 - c) To get posts on Twitter, Facebook etc. posts review for approval of DoCA. Contents should not be posted without DoCA approval. The tool would send approval request to the approvers via email and the approver would use the tool to approve the posts.

**F.No. K-28/28/2017-Pub
GOVERNMENT OF INDIA
DEPARTMENT OF CONSUMER AFFAIRS**

- d) To find influencers that can be used to increase the visibility of DoCA's social media campaigns. The tool would have a facility to find convergence partners for National Consumer Helpline(NCH).
 - e) To coordinate with National Consumer Helpline(NCH) for quick redressal of grievances received through social media to generate posts on successful resolution of grievances.
 - f) To manage twitter follower base and overcome 140 characters Twitter limit for posting and the tool needs to be flexible to manage Twitter followers.
 - g) To support tracking of reach and spread of posts. The tool would have an ability to monitor social media noise to determine buzz in the media.
 - h) To support posts moderation. The tool needs to have an ability to reply to the posts and delete any unwanted comments or posts.
 - i) To provide detailed analysis of DoCA's Social Media activities. The tool would have an ability to analyze DoCA's activities.
- (vii) Ensure that the viewership over social media site of the DoCA increases substantially and increase its reach within a period of 12 months from the date of start of operation.
- (viii) Ensure that significant posts made by the public on the DoCA's social networking site is monitored on a real time basis and is brought to the notice of the designated Department's official on daily basis.
- (ix) Round the clock running of DoCA's sub-ordinate entities-NTH,NCDRC,BIS, NCCF,LM and NCH on the agreed upon social media sites, updating, analyzing social media trends, moderation and intervention as and when required.
- (x) Ensure that the quick response to these posts is provided on the social networking site under the supervision of the designated DoCA's official. Prepare and upload a monthly bulletin on significant social media efforts in the DoCA as well as events/media reports etc. related to the issues dealt by the DoCA.
- (xi) To provide training, skill up-gradation and capacity building of the officers of DoCA to handle social media sites through lecture, seminar, workshop, class room and online teaching etc.
- (xii) Should have credible contingency plan to effectively handle crisis and emergencies.
- (xiii) Any other works entrusted by DoCA for sensitizing the people through social media Platform.
- (xiv) During the contract period the agency should be able to reach at least 5 million at the end of the first year and 10 million before the end of the contract period.
- (xv) To ensure that viewing and uploading on the managed Social Media sites (i.e.

Twitter, Facebook etc.) is smooth and uninterrupted.

(A) Creative designing and repackaging:

- Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc. The experts are also expected to make e-books, electronic version of other books and manage the graphic content of the website as and when required by the Department.
- Repackaging of the content (videos and photographs) into suitable formats (video packages and others). On average repackaged videos of 30-40 seconds are expected as deliverables.
- Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, and YouTube etc.
- Above is to be done without any infringement of Intellectual Property Rights (IPR).

(B) Enhancing reach of content on Internet and social media sites:

- Agency would be responsible for enhancement of the reach of the messages and other schemes of Government on various social media platforms through non-paid means so that the content would reach to the last mile on internet domain on real time basis. The agency should have capability to multiply the reach of content and promote content organically on various social media platforms.
- The agency should be able to develop interesting and innovative content, campaigns, competitions, so as to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis.

(C) Making the uploaded content viral / virility of content

- Agency would be responsible to make the content viral on the internet and other social media sites. This will make the schemes, policies of Government to reach on various social media platforms to the last mile on internet domain in real time basis.
- The agency should have capability to multiply the reach of content and promote content and make it viral to the most.

(D) Storage of Content:

- Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats.
- Availability of archive content should be for at least 180 days.
- The Agency will submit the archived content to this Department within specified time in five copies of Compact Disc.

(E) Advertisement:

Agency would also be responsible for advertising of DoCA various schemes, acts and related activities on the social media platforms.

(F) Pre and Post establishment support

- Any kind of support with regard to smooth functioning of hardware equipment/ software development.
- The agency should provide technical support 24 x 7 for maintenance of DoCAs various Social Media Platforms through in-house staff.

(G) Manpower Requirement

- The three social media experts should have the requisite qualifications & experience as mentioned in Eligibility Conditions at clause 1.2 of Section – I and will be responsible for managing Social Media Platform/Accounts of DoCA. In addition they would be responsible for creation of Graphic design, online design, and visualization of Social Media platform of DoCA.
- Three persons with above competency shall be stationed in the DoCA for day to day coordination during working hours and also during the emergent exigencies outside the working hours.

(H) Performance Review

- The agency will submit a process of Performance Review on periodic basis which will be appropriated and suitably amended (if required) and implemented.

(I) Reporting

- The agency should suggest the no. of reports eliciting periodicity, format and content of such report which should help the management of this Ministry to know the exact position of the efforts undertaken.

(J) Data Security and Prevention of Fraud

- The agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity. It will be binding to follow the Framework and Guidelines for Use of Social Media for Government Organizations issued by the Department of Electronics and Information Technology.

Covering Letter for Submission of Bid

To
Deputy Director,
Publicity division,
Department of Consumer Affairs
Room no 466-A, Krishi Bhawan,
New Delhi-110001

Sir,

We are hereby submitting our bid, which includes Technical bid and financial bid sealed under separate envelope. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory [In full and attach authorization to represent the company]

Date:

(Seal)

Name and Title of Signatory Name of Firm Address

TECHNICAL BID FORMAT

Particulars	Filled by Bidder	
1. Name of the Bidder (Agency)		
2. Whether brief profile of the agency is enclosed (Max 2-3 pages)		
3. Address of the Bidder (Agency)	Tel.	Fax.
4. Year of establishment		
5. Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6. Number of employees in the agency as on 30th June, 2017 (Details of qualifications, length of service, experience etc of the key creative members)		
7. Registration Details: PAN No.(Copy to be enclosed)		
8. GST Registration No.(Copy to be enclosed)		
9. The agency must have expertise of running social media campaigns on both Twitter and Facebook etc.(copies of contract/orders in support of Minimum 3 years and more should be attached and of having served two government contracts worth at least Rs.25 lakhs per annum each)		
10. The cumulative turnover of the agency in the area of Digital Marketing services including social media marketing services for the years 2013-14, 2014-15 and 2015-16 should be at least Rs. 1crore or more. (Attach the relevant papers duly certified by Chartered Accountant/Income Tax Return).		
11. The agency must have an in-house Software Development & Management Team who has developed Social media Management tools and applications. (enclose Self-certified copy of Individual feature with supporting documents, screen shots and live URL of Social Media Management tools and applications & details documents.		
12. Production facilities for production and editing of contents in all forms. (Details & self-certification on letter head).		
13. Details of EMD (Registered MSME exempted)		
(i) Amount		
(ii)Draft No		
(iii)Date		
(iv) Issuing Bank		
14. Whether terms and conditions mentioned in the Tender document are acceptable (say 'Yes' or 'No') & if yes, please		

**F.No. K-28/28/2017-Pub
GOVERNMENT OF INDIA
DEPARTMENT OF CONSUMER AFFAIRS**

enclose the self-declaration of acceptance on letter head.		
15. Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, attach an undertaking to this effect on letter head)		
16. Name, Designation and address of the officer to whom all references shall be made regarding this Tender.	Tel:	Mobile:
	Fax:	Email:

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Authorized Signature (in full and in initials)
Name and Address and Title of the Signatory

Date

FINANCIAL BID FORMAT

To
Deputy Director,
Publicity division,
Department of Consumer Affairs

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our Financial Bid against the Scope for work in Section – II as well as details defined in the tender document is as mentioned below. Break-up of the cost, taxes & other charges are as under:-

Description of Items	Cost per year (exclusive of taxes & other charges) (inRs.)	Taxes & Other charges (inRs.)	Total Cost per year inclusive Of all taxes & other charges) (inRs.)	Total Cost for two Years (inclusive of all taxes & other charges)
Consolidated cost for services, solution, maintenance of management- Installation of tools- Applications as detailed under scope of work-deliverables in section II including charges for deployment of three social media experts on full time basis with requisite qualifications & skill-set in Department of Consumer Affairs (DoCA) for two years relating to Social Media.				

**F.No. K-28/28/2017-Pub
GOVERNMENT OF INDIA
DEPARTMENT OF CONSUMER AFFAIRS**

Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.5 of Section-1 General. We understand you are not bound to accept any bid you receive. We remain,

Yours sincerely,

Authorized Signatory [In full and initials] Name and Title of Signatory
Name & Address of Firm

Date:

EVALUATION CRITERIA (TECHNICAL)

The point system for evaluation of Technical Bid will be as follows:

Power Point Presentation on the methodology for this assignment	
Criteria	Marks
1. Vision about the Social Media	25
2. Organization and Staffing	25
3. Understanding of the Scope of Work	50
Total	100
