

K-28/8/2023-Pub
E-TENDER NOTICE

Subject: Tender for engagement of Social Media Network Agency for Department of Consumer Affairs

E-TENDER DATE SHEET

Sl. No	Event	Date	Time
1.	Publication of tender	7 th June 2023	
2.	Query submission start date	7 th June 2023	
3.	Query submission end date	13 th June 2023	
4.	Pre-bid meeting	14 th June 2023	16:00 hrs (Venue: Jagriti Room No. 46, Committee Room, Krishi Bhawan, New Delhi)
5.	Date of uploading responses to pre-bid queries	7 th June 2023	
6.	Last date for submission of bids	28 th June , 2023	17:00 hrs
7.	Opening of bids	29 th June 2023	17:00 hrs

8.	Presentation by eligible bidders	To be communicated later to eligible bidders
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1. DoCA's single point of contact for this tender and correspondence is:

Under Secretary (Publicity)
Room No. ----, Krishi Bhawan
New Delhi
E-mail: ----

2. Invitation for bids:

(i) Department of Consumer Affairs (DoCA) requests for bids from eligible bidders for engagement of Social Media Network Agency for a period of 1 year, further extendable on yearly basis for 2 years subject to satisfactory performance and mutual agreement.

(ii) The scope of work is mentioned at **Annexure-I**, which will be taken into account.

3. Tender document can be downloaded from the website of DoCA ,<http://www.consumeraffairs.nic.in> (for reference only), GeM portal and Central Public Procurement Portal (CPPP) site <https://eprocure.gov.in/eprocure/app> as per the schedule given in e-tender date sheet given above.

4. Pre-bid queries, pre-bid meeting, corrigendum and extension of bid submission time:

(i) The prospective bidders may submit queries related to specific clauses of the tender document online only through <https://eprocure.gov.in/eprocure/app> mentioning the specific section and clause of the tender document and the clarification required on this clause. Department of Consumer Affairs shall not be responsible for ensuring that the prospective bidders' queries have been properly registered in <https://eprocure.gov.in/eprocure/app> or GeM portal. Any request

for clarifications received after the indicated date shall not be entertained by Department of Consumer Affairs.

(ii) A pre-bid meeting will be held on the date and time indicated in the e-tender date sheet given above. Maximum 2 representatives of each potential bidder may attend the pre-bid meeting. The names of representative(s) of each potential bidder should be conveyed at ddpub1-ca@nic.in till 5:00 PM on the day preceding the day scheduled for pre-bid meeting.

(iii) No recording will be permitted during pre-bid meeting or any meeting / presentation during evaluation process. Bid of any bidder caught recording during pre-bid meeting or any meeting / presentation during evaluation process will be rejected outright.

(iv) Department of Consumer Affairs does not undertake to answer all the queries that have been posed by the prospective bidders.

(v) At any time prior to the bid submission end date, Department of Consumer Affairs may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by a corrigendum. The corrigendum, if any, shall be deemed to be incorporated into this tender document.

(vi) In order to provide prospective bidders reasonable time for taking into account the corrigendum, Department of Consumer Affairs may, at its discretion, extend the last date for submission of bids.

5. The eligibility criteria and details to be submitted with the technical bid are given in **Annexure - II to VIII**.

6. Submission of bids: The interested bidders may submit the bids online only as prescribed. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the bid documents. Bid documents may be scanned with

minimum 100 dpi with black and white option which helps in reducing size of the scanned document. Bids sent by any other mode or incomplete bids will not be accepted. Bids received after the expiry of stipulated date and time for the purpose will not be opened. DoCA will not be responsible for late receipt of bids. Copy of this tender document need not be submitted along with bid documents.

7. Pagination and authentication of bid documents: Each page of the documents being submitted by the bidders should be sequentially numbered. Further, the undertakings / certificates as mentioned in **Annexure – III to V and Annexure - VIII** should be signed by the authorized signatory and rubber stamped in token of having been submitted as per the terms and conditions laid down in the tender document. The certificate mentioned in **Annexure - VII** should be signed by the Chartered Accountant and rubber stamped by the company / firm of Chartered Accountant (if any).

8. Language of the bid: All bids documents shall be in English. If any document is provided in any other language its English translation, authenticated by affixing the sign and rubber stamp of authorized signatory, should also be provided with the bid. Any document in any other language will not be considered for evaluation if its English translation has not been provided and authenticated by the authorized signatory in the manner indicated above. If the English translation is found to be wrong at any stage, it will be considered incorrect information and such bid / Agency (the successful bidder with whom DoCA will sign the Agreement) will be treated in the manner laid down in the tender document for providing incorrect information. All correspondence etc shall be in English.

9. Earnest Money Deposit (EMD):

- (i) An undertaking for EMD will be submitted in **Annexure –III**.
- (ii) If the bid is received without the undertaking for EMD, it would not be considered and would be rejected summarily.

10. Validity of bids and EMD: The bids and undertaking for EMD should be valid for a period of six months from the last date of submission of bids. In case DoCA so requires, the validity of the bids and undertaking for EMD shall be extended by such time as required by DoCA within the specified time, failing which the concerned bids shall not be considered for further evaluation.

11. Tampering with / modification tender document:

(i) Bidders shall not tamper with / modify the tender document in any manner.

(ii) In case the tender document is found to be tampered with / modified in any manner, the bid will be treated in the manner laid down in the tender document for providing incorrect information.

12. Providing incorrect information:

(i) If any information provided or statement made in the bid documents is found to be incorrect or the tender document is found to be tampered with or modified in any manner, the bid will be summarily rejected. Further, such bidder / Agency would be banned for a period of 3 years from doing business with DoCA.

(ii) If any information provided or statement made in the bid documents is found to be incorrect after award of work, the work order of such Agency will be terminated and the matter will be dealt with in accordance with the manner laid down in the tender document for cancellation of work order / termination of Agreement.

13. Submission of more than one bids: If a bidder submits more than one bid, all the bids of such bidder will be summarily rejected.

14. Modification / withdrawal of bids:

(i) Bidders can only modify the bid online before bid submission date and time.

(ii) No bidder is allowed to withdraw the bid after submission of bid.

(ii) Once the bid is withdrawn, the bidder will not be able to submit the bid again.

15. Consortium, joint venture and sub-contracting:

(i) Bidders in consortium and joint venture are not eligible to apply.

(ii) Sub-contracting / sub-letting is not allowed either in part or full. If such matter comes to DoCA's notice, the work order / Agreement will be terminated and the matter will be dealt with in accordance with the manner laid down in the tender document for cancellation of work order / termination of Agreement.

16. Financial bid / prices:

(i) The bidder shall quote a consolidated amount as per proforma in **Annexure – X**. The financial bid should be signed by the authorized signatory and rubber stamped in token of having been submitted as per the terms and conditions laid down in the tender document.

(ii) The consolidated amount quoted by the bidder should be inclusive of all manpower support required for the project execution and continuous support during the entire period of Agreement.

(iii) Taxes as applicable shall be payable by DoCA.

(iv) The amount payable to the Agency will be increased every year by the percentage indicated in the proforma for financial bid.

(v) In case the period of Agreement is extended, the amount payable to the Agency will be increased every year by the percentage indicated in the proforma for financial bid.

(vi) The number of manpower may be increased or decreased during the period of Agreement as per requirement of DoCA and the amount payable will be increased or decreased on pro-rata basis.

(vii) The price quoted in the financial bid should not include expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid separately as per BOC rates wherever applicable or as per mutual agreement on actual basis on production of authentic bills. Agency should take prior approval of DoCA for incurring such expenditure.

17. Evaluation of bids:

(i) The bids will be opened online as per e-tender date sheet given above.

(ii) Subsequently, the technical bids will be scrutinized to determine eligibility as per criteria mentioned in **Annexure-II**.

(iii) Mentioning financial quotation in technical bid will result in disqualification of the bid.

(iv) The eligible technical bids will be evaluated in two stages – Stage 1 and Stage 2 by a committee constituted by DoCA as per criteria laid down in **Annexure-IX**.

(v) Only those technical bids which obtain equal to or more than the minimum marks in Stage 1 as mentioned in **Annexure-IX** will qualify for evaluation in Stage 2. It may be noted that marks, not technical score (explained below), will be considered for the purpose.

(vi) Those bidders who qualify for Stage 2 will have to make a presentation of 5-7 minutes covering the points mentioned in the table in **Annexure-IX**. The presentation may be followed by questions from the committee constituted by DoCA for the purpose. 2-3 members will be allowed in each bidder's team attending presentation. The presentations will be evaluated as per criteria mentioned in **Annexure-IX**.

(vii) Those bidders who qualify for Stage 2 but do not make any presentation before the committee constituted

by DoCA for the purpose would not be considered for further evaluation.

(viii) The bids which obtain equal to or more than the minimum marks in Stage 1 and Stage 2 combined as mentioned in **Annexure – IX** will be declared technically qualified and the financial bids of only these bidders will be opened. It may be noted that marks, not technical score (explained below), will be considered for the purpose.

(ix) The technical score, of each technical bid whose financial bid has been opened, will be computed as per the formula given below:

$$Ts = (T \div T_{max}) \times 100$$

Where,

Ts is the technical score obtained by a particular technical bid

T is the marks obtained by a particular technical bid

T_{max} is the marks obtained by the highest evaluated technical bid.

(x) The financial score of the financial bids being considered will be computed as per the formula given below:

$$Fs = (F_{min} \div F) \times 100$$

Where,

Fs is the financial score obtained by a particular financial bid

F is the particular financial bid, including taxes

F_{min} is the lowest financial bid, including taxes.

(xi) In deciding the final selection of the agency, the technical score will be given a weightage of 70% and the financial score shall be allocated a weightage of 30%. The overall score of each bid being considered will be computed as per the formula given below:

$$Os = (0.7 \times Ts) + (0.3 \times Fs)$$

Where, Os is the overall score obtained by a particular bid being considered

Ts and Fs are as explained above.

(xii) The committee constituted for evaluation of bids will correct any computation errors, in case of discrepancy.

(xiii) Any bid which does not provide the required information will be treated as a non-responsive bid and may be rejected.

(xiv) The bids being considered will be ranked in terms of overall score.

(xv) The bidder with the highest overall score (H-1) will be considered for award of work.

(xvi) Any effort by or on behalf by the bidders to influence DoCA in the examination, evaluation, ranking of bids and recommendation for award of work may result in the rejection of the bidder's bid.

18. Performance Bank Guarantee (PBG):

(i) The successful bidder will have to furnish Performance Bank Guarantee (PBG), as per proforma at **Annexure – XI**, for an amount of 5% of the value of work order from any Commercial Bank and sign an Agreement as per **Annexure – XII** within 10 days of issue of work order by DoCA.

(ii) If the Agreement with the Agency is extended, the validity of the PBG will also have to be correspondingly extended by the Agency.

(iii) The PBG must be drawn in favour of Pay & Account Officer, Department of Consumer Affairs, payable at New Delhi.

(iv) The PBG should be valid for 60 days beyond the period of validity of Agreement.

(v) The PBG would be returnable after end of Agreement subject to fulfillment of terms & conditions of the Agreement and any deductions that may be decided by competent authority.

(vi) No interest is payable on this deposit.

(vii) If the successful bidder does not provide the PBG within stipulated time or not as per requirements stipulated above, then the work order or order issued for extension of Agreement will be cancelled and the matter will be dealt with in accordance with the manner laid down in the tender document for cancellation of work order / Agreement.

19. Terms of payment:

(i) The payment will be made on monthly basis subject to satisfactory assessment of the work done.

(ii) The Agency will be required to submit monthly work done report or as required as per the scope of work for assessment by DoCA.

(iii) No advance payment will be made.

(iv) All payments shall be made in Indian Rupees through bank transfer.

20. Conflict of interest:

(i) The bidder / Agency is required to provide professional, objective and impartial advice and at all times hold DoCA's interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interest and act without any consideration for future work.

(ii) Without limitation on the generality of the foregoing, bidder / Agency, and any of its affiliates, shall be considered to have a

conflict of interest and shall not be hired under any of the circumstances set forth below:

- a. Conflicting activities: A bidder / Agency or any of its affiliates, selected to provide any 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.
- b. Conflicting assignment / job: A bidder / 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 bidder / Agency to be executed for the same or for another employer.
- c. Conflicting relationships: A bidder / 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 work.

(iv) Bidders / Agency have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of DoCA, or that may reasonably be perceived as having this effect. If the bidder / Agency fails to disclose said situations and if DoCA comes to know about any such situation at any time, it may lead to the disqualification of the bidder / Agency during bidding process or the termination of Agreement during execution of the assignment.

21. Code of conduct and business ethics:

(i) DoCA is committed to its values and beliefs and business practices and it is committed to ensure that the bidders / Agency, who deal with DoCA, also comply with these principles.

(ii) Bribery and corruption: Bidders / Agency are strictly prohibited from directly or indirectly (through intermediaries or sub-contractors) 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.

(iii) Integrity: Bidders / Agency shall maintain high degree of integrity during the course of their dealings with DoCA. If it is discovered at any stage that any business / Agreement was secured by playing fraud or misrepresentation or suppression of material facts, such business / Agreement shall be voidable at the sole option of DoCA.

22. In case any bidder / Agency goes into liquidation or there is a change in business / management, it shall promptly intimate the same to DoCA.

23. Disclaimer:

(i) DoCA reserves the right

(a) to cancel the tender at any time without assigning any reason thereof and without incurring any liability

(b) to amend / withdraw / relax / waive any of the terms and conditions contained in the tender document, without assigning any reason thereof

(c) to reject any / all bids without assigning any reason thereof and without incurring any liability

(d) to include any other item in the scope of work at any time after consultation with prospective bidders / Agency or otherwise

(e) to solicit additional information from any bidder.

(ii) The information submitted in response to this tender may be subject to public release as per RTI Act. Therefore, bidders are advised not to include any proprietary or confidential information in their bids. Bidders responding to this tender assume the risk

of public disclosure if confidential information is provided in their bids.

(iii) This tender document is not to be construed as a commitment by DoCA to contract for services.

(iv) DoCA shall have the right to make any alterations, omissions, additions or subtractions in items / services, mentioned in the scope of work, at the time of award of work. DoCA will give intimation of such alteration etc to the successful bidder and additional cost / deduction in the bid prices, based on the financial bid submitted by the bidder, will be worked out with the bidder. In case the bidder does not agree for such alterations etc, DoCA will be free to award the work to the next eligible bidder.

24. All the costs associated with bidding in response to this tender document will have to be borne by the bidders. All the costs associated with preparing and signing the Agreement will be borne by the bidder with whom DoCA proposes to sign the Agreement.

25. DoCA will not pay for any information or service provided as a result of this tender document. Further, DoCA will not recognize or reimburse any cost associated with submission of bids in response to this tender document.

26. Cancellation of work order / termination of Agreement: In the cases for which this provision is applicable as per this tender document, Performance Bank Guarantee (PBG) of the bidder / Agency will be forfeited. Further, the bidder / Agency would be banned for a period of 3 years from doing business with DoCA.

Yours faithfully,

(-----)

Under Secretary to the
Government of India

ANNEXURE-I

SCOPE OF WORK

1. Deploying a team of 6 social media experts who would be responsible for gathering, collating, designing, writing and posting, retweeting / re-posting content on the social media handles under supervision of DoCA. This team should have a proper representation of strategic advisers / team lead, content writers and designers with proper linguistic and technical competence. They would be

available on site at the premises of DoCA during office hours but remain available 24 x 7. [Note: (i) The deployed personnel for whom office space is not available in DoCA premises would operate from the Agency's premises at no extra cost to DoCA and the Agency will be responsible for ensuring their attendance; (ii) these personnel will be deployed / changed only after DoCA's approval; (iii) the team would work exclusively for DoCA, if it comes to DoCA's notice that some team member(s) were working on some other project on some day(s) then the payment to the Agency will be stopped and blacklisting of the Agency may be initiated]

2. Maintenance and upgradation / improvement of already created social media platforms and creation, maintenance and upgradation / improvement of additional social media platforms as required by DoCA, Hon'ble Minister (CA, F & PD) and Hon'ble Minister(s) of State (CA, F & PD).
3. Creation of blogs and other content (keeping in mind platform limitations for e.g., character limitation) in Hindi, English and other languages required by DoCA for posting on social media platforms. Besides 150 infographics, at least 1 blog, 30 quicky viral videos (any duration) and 15 GIFs will be created per month. The cost of extra creatives per month, if any, have been decided by the Department in accordance with BOC multimedia rate card which may be seen at Annexure XIII.
4. Sentiment analysis, Online Reputation Management (ORM), responding to posts as required.
5. Increasing the visibility of DoCA initiatives on social media so that the viewership of material posted on DoCA social media platforms is enhanced and followership of DoCA social media platforms increases.
6. To moderate the social media platforms to avoid spam, advertisements and inappropriate content and unwanted comments.
7. Designing and executing contests, campaigns and promotions to generate buzz about DoCA's activities.

8. Promote content organically on various social media platforms.
9. Recreate or convert and repackage the available content as per requirement and posting it on social media platforms.
10. Designing and preparing e-books, electronic version of other books, website banners, brochures, booklets as per DoCA's requirement.
11. Designing any creative required for Department's events/special days to be uploaded at the event premises, roundabouts or Departmental website.
12. Collection, collation and verification of content gathered from various divisions of the Department for designing of creative
13. Getting the creatives verified from concerned divisions of the Department
14. Furnishing monthly reports or reports as required by DoCA on the parameters required by DoCA for proper assessment of performance of the Agency.
15. Archiving of available content in digital format. This archived content will be submitted by the Agency in external hard disk to DoCA at the end of assignment or as required from time to time.
16. The content and activities on social media platforms shall be accessible on various mobile devices, different mobile browsers and Operating Systems in addition to desktop PCs and laptops.
17. The Agency will ensure seamless transfer and handing over of the services, operations and archived data to the successor entity which is awarded this work if the successor entity has been awarded the work within the validity of PBG of the Agency.
18. The Agency will ensure 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 on the Agency to follow the Framework and Guidelines for Use of Social Media for Government Organizations issued by the

Ministry of Electronics and Information Technology (MeitY) and Information Technology (IT) Act, 2000 and rules and regulations made thereunder as amended from time to time.

19. All preparatory documents required for execution of work.
20. This is only an indicative list. Any activity required to be undertaken for execution of work would be deemed to have been incorporated in the scope of work.

Note:-

- Video edits involving recording of Ministers or senior officers of Department in the premises of Krishi Bhawan or outside using a phone will not incur any cost. Video shoots involving videography apparatus will be paid as per rate of quicky viral videos given at Annexure XIII.
- The travelling cost of any social media agency members within Delhi NCR will be borne by the agency itself although efforts will be made to provide travelling arrangements through the office. The travelling cost outside Delhi NCR upto 200 KM will be done as per 2nd AC rail Fare and cost of greater than 200 KM will be the cheapest air fare(Non-stop) available as per actuals . No dearness allowance will be paid although the office will try to make stay arrangements.
- No extra cost will be paid by the Department for providing any hardware or software required by the agency. The selected agency has to arrange their own desktop/laptop, softwares, internet facilities, etc, as and when required.

ANNEXURE-II

ELIGIBILITY CRITERIA AND DETAILS TO BE SUBMITTED WITH THE BID

S. No.	Particulars	Proof required	Page number (to be filled by bidder)
1.	The bidder must furnish undertaking for EMD	Undertaking as per Annexure -III	

2.	The bidder should accept and comply with the terms and conditions of the tender	Undertaking as per Annexure –III Note: This is also the covering letter for submission of bid	
3.	The bidder should submit its profile	Information to be provided as per Annexure - IV	
4.	The bidder should have a registered office or branch office in Delhi / NCR continuously for at least 1 year preceding the date of opening of bids	Undertaking as per Annexure -- V mentioning address of the Delhi / NCR office of bidder on letter head and copy(ies) of document(s) evidencing existence of this office / branch office in Delhi / NCR continuously for the last 1 year	
5.	Bidder should be registered in India	Copy of registration certificate	
6.	Bidder should not have conflict of interest in the assignment as specified in the tender document	Affidavit on Rs 50/- or Rs 100/- Non-Judicial stamp paper, attested by Notary Public, as per Annexure - VI	
7.	Bidder should not have been blacklisted till date by any Central Government or State / UT	Note: All the three - (i) not having conflict of interest, (ii) non-blacklisting and (iii) compliance with code of conduct and business	

	Government entity	ethics – have to be mentioned in this	
8.	Bidder should comply with the code of conduct and business ethics as specified in the tender document	single Affidavit.	
9.	Bidder should have an average annual turnover of at least Rs 50 lakh in the area of Digital Marketing services including social media marketing services during the financial years 2019-20, 2020-21 and 2021-22	Certificate from practicing Chartered Accountant as per Annexure – VII Note: Average turnover will be scored as per the evaluation criteria given in Annexure - IX	
10.	Bidder should have an experience of handling Social Media Network Management assignments (with each assignment costing Rs 20 lakh or more per year) for Government organizations / PSUs during the financial years 2019-20,	Copy of work order in respect of each assignment Note: Experience of Social Media Network Management for Government organizations / PSUs in terms of number of assignments and in terms of number of years will be scored separately as per the evaluation criteria	

	2020-21 and 2021-22	given in Annexure – IX. Work orders before and after these three financial years will not be considered. Assignments costing less than Rs 20 lakh per year will not be considered. Only the first 7 assignments will be considered.	
11.	Bidder should have a Security Audit certificate in case of readymade tools and in case of customized tools, the bidder should furnish an undertaking that the bidder will get its tools audited by NICSI or CERT-IN empanelled agencies before DoCA awards the work to the bidder, failing which the offer will be cancelled.	An undertaking as per Annexure – VIII.	

(Signature of Authorized
Signatory with company / firm seal)

Place:

Date:

ANNEXURE-III

**Undertaking to be furnished by bidder on letter head
for acceptance of and compliance with the terms and
conditions of the tender document and Earnest Money
Deposit**

To
Under Secretary
Publicity Division
Department of Consumer Affairs
New Delhi – 110 001

Subject: Tender for engagement of Social Media Network Agency for Department of Consumer Affairs

Sir,

We are hereby submitting our bid in response to your tender document regarding engagement of Social Media Network Agency for Department of Consumer Affairs. We hereby declare that we have understood the terms and conditions of the tender document mentioned above. We further declare that we accept the terms and conditions of the tender document mentioned above. In addition, we declare that we are in compliance with the terms and conditions of the tender document mentioned above. We accept that our bid shall not be evaluated if we do not provide all the required information and documents.

2. We hereby undertake that our bid shall be valid for a period of 6 months from the last date of submission of bids mentioned in the tender document. We undertake not to

withdraw or modify our bid during the period of validity of the bid. We accept that in case we withdraw or modify our bid, we shall not be eligible to bid for any work of Department of Consumer Affairs for a period of 3 years. In case DoCA so requires, we undertake to extend the validity of the bids by such time as required by DoCA within the specified time, failing which our bid shall not be considered for further evaluation.

3. We undertake that if we are selected to provide the services mentioned in the tender document mentioned above then we will start providing the services with immediate effect or as stipulated in the work order. We understand that Department of Consumer Affairs is not bound to accept any bid received in response to the above tender document.

4. We hereby declare that all the information provided and statements made in our bid documents are true. Further, we hereby declare that we have not tampered with or modified the tender document. We understand that the information submitted by us may be subject to public release as per RTI Act.

5. We also accept that decision of Department of Consumer Affairs shall be final and binding in all cases pertaining to bids, award of work and subsequent work.

Yours sincerely,

(Signature of Authorized Signatory with
company / firm seal)

Place:

Date:

ANNEXURE- IV

Information to be furnished by bidder on letter head

Subject: Tender for engagement of Social Media Network Agency for Department of Consumer Affairs

Sl. No.	Description	Information in respect of bidder (company / firm)	Information in respect of nodal person of bidder (for correspondence for all matters related to the tender)
1.	Name		
2.	Full address		
3.	Telephone number (if any)		
4.	Mobile number (if any)		
5.	e-mail address (if any)		
6.	Fax number (if any)		

Yours sincerely,

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

ANNEXURE- V

Undertaking to be furnished by bidder on letter head for having office / branch office in Delhi / NCR continuously for the last 1 year

To
Under Secretary

Publicity Division
Department of Consumer Affairs
New Delhi – 110 001

Subject: Tender for engagement of Social Media Network Agency for Department of Consumer Affairs

Sir,

We hereby undertake that we have an office / branch office (strike out whichever is not applicable) in Delhi / NCR (strike out whichever is not applicable) at the following address continuously since _____ (date since this office / branch office exists at this address):

(Address of office / branch office)

2. We are attaching _____ (state the name of document) evidencing the existence of this office / branch office (strike out whichever is not applicable) at this address continuously for the last 1 year.

Yours sincerely,

(Signature of Authorized Signatory with
company / firm seal)

Place:

Date:

ANNEXURE- VI

On Non-Judicial Stamp Paper of Rs 50/- or Rs 100/-

Affidavit for not having conflict of interest, for non-blacklisting and for compliance with code of conduct and business ethics

Subject: Tender for engagement of Social Media Network Agency for Department of Consumer Affairs

I, _____ (name of authorized signatory of bidding company / firm), _____ (designation of authorized signatory), _____ of _____ (name of bidding company / firm) and having its office at _____ (full address of bidding company / firm) certify that _____ (name of bidding company / firm) does not have any conflict of interest as defined in the tender document. I undertake that we will abide by the terms and conditions related to conflict of interest mentioned in the tender document and we will accept the decision of Department of Consumer Affairs in this regard.

2. Further, I certify that the _____ (name of bidding company / firm) has not been blacklisted till date by any Central Government or State / UT Government entity.

3. Further, I certify that the _____ name of bidding company / firm) is in compliance with code of conduct and business ethics mentioned in the tender document. I undertake that we will abide by the terms and conditions related to code of conduct and business ethics mentioned in the tender document and we will accept the decision of Department of Consumer Affairs in this regard.

(Signature of Authorized Signatory with
company / firm seal)

Place:

Date:

ANNEXURE-VII

Average Annual Turnover Certificate to be issued by practicing Chartered Accountant on letter head

**Subject: Tender for engagement of Social Media Network
Agency for Department of Consumer Affairs**

This is to certify that

M/s

_ (company / firm name and address) are in the business of
Digital Marketing services. Their turnover in the area of Digital
Marketing services during financial years 2019-20, 2020-21 and
2021-22 is as given below:

Sl. No.	Financial Year	Annual turnover in the area of Digital Marketing services including social media marketing services (Amount in Rs)
1.	2019-20	
2.	2020-21	
3.	2021-22	

Average annual turnover in the area of Digital Marketing services including social media marketing services during the above 3 years	
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Signature of the Chartered Accountant with seal of the company / firm

Membership Number:

Place:

Date:

ANNEXURE-VIII

Undertaking to be furnished by bidder on letter head for Security Audit of tools to be used in connection with the social media network management for Department of Consumer Affairs

To
Under Secretary
Publicity Division
Department of Consumer Affairs
New Delhi – 110 001

Subject: Tender for engagement of Social Media Network Agency for Department of Consumer Affairs

Sir,

We understand that it is necessary to have Security Audit certificate of tools to be used in connection with the social media network management for Department of Consumer Affairs. We hereby undertake that we have Security Audit certificate in case of readymade tools for using in connection with the social media network management for Department of Consumer Affairs. We further undertake that in case we propose to use customized tools, we will get such tools audited by NICS I or CERT-IN empanelled agencies before Department of Consumer Affairs awards the work to us, failing which Department of Consumer Affairs will be free to award the work to some other bidder.

2. We undertake that we will submit to Department of Consumer Affairs the certificates of Security Audit of tools proposed to be used or being used, as the case may be, whenever required by Department of Consumer Affairs.

Yours sincerely,

(Signature of Authorized Signatory with
company / firm seal)

Place:

Date:

ANNEXURE-IX

Scoring of Bids in Stage 1

S. No.	Evaluation criteria	Maximum marks	Marks obtained by the bidder
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1.	<p>Average annual turnover in the area of Digital Marketing services including social media marketing services during the financial years 2019-20, 2020-21 and 2021-22</p> <ol style="list-style-type: none"> 1. Rs 50 lakh or more but less than Rs 03 crore: 10 marks 2. Rs 03 crore and above: 20 marks 	20	
2.	<p>Experience of handling Social Media Network Management assignments (with each assignment costing Rs 20 lakh or more per year) for Government organizations / PSUs during the financial years 2019-20, 2020-21 and 2021-22 (experience in terms of number of assignments)</p> <ol style="list-style-type: none"> 1. 1 or 2 assignments: 5 marks 2. 3 or 4 assignments: 12 marks 3. 5 or 6 assignments: 20 marks 4. 7 or more assignments: 30 marks 	30	
3.	Experience of handling Social Media Network Management assignments (with	20	

<p>each assignments costing Rs 20 lakh or more per year) for Government organizations / PSUs during the financial years 2019-20, 2020-21 and 2021-22 (experience in terms of number of years; experience for any of the years 2019-20, 2020-21 and 2021-22 would be counted based on the date of work order; assignments for more than 12 months would be counted for the number of years mentioned in the work order starting with the year of work order)</p> <ol style="list-style-type: none"> 1. 1 year: 10 marks 2. 2 years: 15 marks 3. 3 years: 20 marks 		
<p>Total marks</p>	<p>70</p>	

Minimum marks required for bidder to qualify for Stage 2: 45 marks

-

Points to be covered in presentation

1. Understanding of the work done by DoCA – include at least 1 animated video with voice over, at least 1 GIF, at least 1 still creative, and at least 1 stop-motion

animation. The importance of underlying content, level of engagement and ease of understanding of the creatives will be taken into account while evaluating them. [Note: These will become properties of DoCA and can be used by DoCA even if the bidder is not awarded the work]

2. Bidder's past experience of Online Reputation Management (ORM) of a / some Government entity(ies) with concrete examples to evidence bidder's contribution in increasing the that Government entity's work's visibility and positive sentiment using ORM tool. The growth in followership, positive sentiment and reach of content during the period of assignment should be highlighted.
3. Bidder's ideas on how to increase DoCA initiatives' visibility and positive sentiment on social media using ORM tool. [Note: Bidder needs to mention which ORM tool the bidder proposes to use for DoCA assignment; the cost of this ORM tool should be included in the financial bid]

Note: Every bidder will be required to hand over the presentation to DoCA for future reference by DoCA.

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Scoring of Bids in Stage 2

S. No.	Evaluation criteria	Maximum marks	Marks obtained by the bidder

1.	Understanding of the work done by DoCA – include at least 1 animated video with voice over, at least 1 GIF, at least 1 still creative and at least 1 stop-motion animation. The importance of underlying content, level of engagement and ease of understanding of the creatives will be taken into account while evaluating them.	10	
2.	Bidder's past experience of Online Reputation Management (ORM) of a / some Government entity(ies) with concrete examples to evidence bidder's contribution in increasing the that Government entity's work's visibility and positive sentiment using ORM tool. The growth in followership, positive sentiment and reach of content during the period of assignment should be highlighted.	10	
3.	Bidder's ideas on how to increase DoCA initiatives' visibility and positive sentiment on social media using ORM tool.	10	
Total marks		30	

ANNEXURE-X

Format for Financial Bid [To be submitted in the form of BOQ.xls]

Schedule of price bid in the form of **BOQ template** BOQ.xls available along with the tender document on CPPP. Bidders are advised to download this BOQ.xls as it is and quote their rates in the relevant column and upload the same in the commercial bid.

The format of BOQ template is given below for reference only.

Item	Amount (in INR)	
	In figures	In words
Consolidated amount for 1 month for the scope of work mentioned in the tender document (exclusive of taxes).....(a)		
GST.....(b)		
Other taxes, if any [the names and rates (in percentage) of each of these taxes may be mentioned below the table].....(c)		
Total for 1 month (d) = (a) + (b) + (c)		
Total for 1 st year (F) = (d) x 12		

Note:

1. GST would be payable at the applicable rates as may be in force from time to time during the course of engagement.
2. Bidder needs to include the cost of ORM tool, proposed by bidder (in Stage 2 of technical bid evaluation) for DoCA assignment, in the financial bid

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

ANNEXURE - XI

Format for Performance Bank Guarantee (PBG)

To,
The Pay and Accounts Officer,
Department of Consumer Affairs,
New Delhi.

.....
....., (hereinafter called "the Agency") has undertaken, in pursuance of Tender dated:..... for engagement of Social Media Network Agency for Department of Consumer Affairs (herein after called "the tender"), to provide services mentioned in the tender.

AND WHEREAS it has been stipulated by you in the said tender that the successful bidder shall furnish you with a Bank Guarantee for an amount of Rs/- (Rupees only), being 5% of the value of work order, from a Commercial Bank as security for compliance with its obligations in accordance with the terms and conditions of the tender;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of Rs./- (Rupees only), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the tender documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the [date to be mentioned here should be 60 days beyond the period of engagement].

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

ANNEXURE - XII

On Non-Judicial Stamp Paper of Rs 100/-

AGREEMENT

This Agreement is being signed on ----- [date of Agreement] between Department of Consumer Affairs, Government of India (hereinafter referred to as "DoCA") and ----- (hereinafter referred to as the "Agency").

2. Whereas in pursuance of tender document No. ----- dated -----, the Agency submitted its bid. After the due process of evaluation of bids, DoCA hereby appoints the Agency for carrying out the Agency to carry out the following work:
[The activities listed out in Scope of Work to be mentioned here].

3. **COMMENCEMENT AND EXTENSION OF THE AGREEMENT:**

3.1. The Agreement shall commence from the date it is made.

3.2. [The provision for initial duration mentioned in the tender to be mentioned here].

3.3. [The provision for extension mentioned in the tender to be mentioned here].

4. PRICES AND PAYMENT SCHEDULE:

4.1. [The provisions for Terms of payment, mentioned in the tender to be mentioned here].

4.2. [Financial bid of the Agency to be given here].

4.3. [Provisions of Financial bid / prices mentioned in the tender document to be mentioned here].

5. The work allotted through this Agreement shall be personal to the Agency. The Agency shall not be entitled to authorize any other entity to undertake this work.

6. The Agency shall comply with all applicable laws, regulations and conditions from time to time in force which in any way relate to the work agreed through this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. "Intellectual Property" means any patent, copyright, registered design, content, service mark or other industrial or intellectual property rights subsisting in India in respect of the subject matter of this Agreement.

7.2. All the documents / code / application etc. prepared and developed by the Agency will be the property of DoCA. All designs, reports, other documents and software submitted by the Agency pursuant to this Agreement shall become and remain the property of DoCA and the Agency shall, upon termination or expiration of this Agreement, deliver all such documents and software to DoCA, together with a detailed inventory thereof.

7.3. All material, art work used under the assignment with DoCA will be the property of DoCA. All the material must be copyright protected.

7.4. All the real and virtual creations produced under the assignment with DoCA will be property of DoCA and all Intellectual Property Rights (IPRs) associated with such creations will vest with DoCA.

7.5. The Agency shall promptly and fully notify DoCA of any actual or threatened or suspected infringement of any Intellectual Property of DoCA which comes to the Agency's notice.

7.6. Nothing in this Agreement shall give the Agency any rights in respect of any trademarks or service marks used by DoCA in relation to the work entailed in this Agreement. The Agency shall not without the prior written consent of DoCA use or permit to be used by any entity under its control any Intellectual Property of DoCA or any Intellectual Property so resembling the Intellectual Property of DoCA.

7.7. The Agency shall take all such steps as DoCA may reasonably require to assist DoCA in maintaining the validity and enforceability of the Intellectual Property of DoCA during the continuance of this Agreement.

8. FORCE MAJEURE:

8.1 "Force Majeure" means an event which is beyond the reasonable control of any party to this Agreement. It shall include, but is not limited to, acts of God, war, civil riots, fire directly affecting the performance of the Agreement, folds and Acts and Regulations of respective Government of the two parties, namely DoCA and the Agency.

8.2. Both upon the occurrence of such cause and upon its termination, the party claiming that it has been rendered unable to perform its obligations under this Agreement, shall notify the other party within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

8.3. If performance of work or duty envisaged under this Agreement is suspended by force majeure conditions lasting for more than two months, the other party shall have the option of terminating this Agreement in whole or in part at its discretion without any liability on its part.

8.4. Force majeure shall not include insufficiency of funds or make any payment required hereunder.

9. LABOUR LAWS:

9.1. Agency shall comply with all the provisions of labour laws in force from time to time and in case of any prosecution / penalty, the Agency shall be liable for the same.

9.2. Agency shall be liable for payments like P.F., E.S.I., etc including any compensation payable under the relevant labour laws. DoCA shall have no responsibility or financial or other liabilities towards professionals employed by the Agency.

9.3. Agency will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be the Agency's account.

10. INSURANCE AND MEDICAL:

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

10.2. Medical facilities (as per law) including insurance for the professionals working on site will be provided by the Agency.

11. INDEMNITY:

11.1. The Agency shall be responsible for any injury to the workmen / employees and to persons or things and for all damages to the property which may arise from the operations or neglect of the Agency or any of its employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out the Agreement.

11.2. The Agency shall indemnify and keep indemnified DoCA against all losses and claims for injuries and damage to any person or any property whatsoever which may arise out of or in consequence of the Agreement and against all claims, demands,

proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

11.3. The Agency shall indemnify, protect and save DoCA against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any intellectual property or such other statutory infringements.

11.4. DoCA shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim of damages from any sums due or to become due to the Agency.

11.5. All claims regarding indemnity shall survive the termination or expiry of the Agreement.

12. **CONFIDENTIALITY:** The Agency shall not divulge or disclose proprietary knowledge obtained while delivering goods and services under the Agreement to any entity without the prior written consent of DoCA.

13. **DATA SECURITY AND PREVENTION OF FRAUD:** [The provision on data security and prevention of fraud mentioned in the scope of work to be mentioned here].

14. **PUBLICITY:**

14.1. Any publicity by the Agency in which the name of DoCA is to be used, should be done only with the prior written permission from DoCA.

14.2. The Agency shall not use its name, logo or any other information / publicity on content published on social media platforms of DoCA or on any other material created under this Agreement.

15. **CONFLICT OF INTEREST:**

[The provisions on Conflict of Interest mentioned in the tender to be mentioned here].

16. **CODE OF CONDUCT AND BUSINESS ETHICS:**
[The provisions on Code of Conduct and Business Ethics mentioned in the tender to be mentioned here].

17. **MODE OF SERVING NOTICE:**

17.1. Communications between DoCA and the Agency will be effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

17.2. All notices shall be issued by the authorized officer of DoCA, unless otherwise provided in the Agreement. In case the notice is sent by registered post to the last known place or abode or business of the Agency, it shall be deemed to have been served on the date when in ordinary course of post these would have been served on or delivered to it.

18. **GOVERNING LANGUAGE:** Governing language for the entire Agreement and communication thereof shall be English only.

19. **LAW:** The Agreement shall be governed and interpreted under Indian laws.

20. **LEGAL JURISDICTION:** No suit or other proceedings relating to performance or breach of the Agreement shall be filed or taken by the Agency in any Court of law except the competent Courts having jurisdiction within the local limits of New Delhi only.

21. **AGREEMENT AND WARRANTY:**

21.1. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between DoCA and the Agency.

21.2. Each party acknowledges that in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representations, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other

terms implied by statute or common law are hereby extended to the fullest extent permitted by law.

21.3. All the documents like tender notice, tender document, scope of work, eligibility criteria, other terms & conditions mentioned in the tender form part of this Agreement.

22. TERMINATION OF THE AGREEMENT

22.1. [The provisions for sub-contracting and termination of Agreement mentioned in the tender to be mentioned here].

22.2. DoCA will have the right to terminate the Agreement or a part thereof with immediate effect and / or / debar / ban the Agency from bidding prospectively for a period of 3 years or as decided by DoCA or take any other action as deemed necessary without assigning any reason and without being liable for loss or damage which the Agency may suffer by reason of such termination. Any such termination shall be without prejudice to any other right of DoCA under the Agreement.

22.3. If the Agency does not fulfil its obligations under the Agreement or the performance of the Agency is not satisfactory, DoCA may terminate the Agreement with immediate effect and Agency will forfeit its Performance Bank Guarantee.

22.4. In case of late services / no services on a specific activity, in which the Agency fails to deliver the services within the period fixed for such delivery within schedule or repudiates the Agreement, the Agency shall be liable to pay Liquidated Damages (LD) at the rate of 1% of per week of the value of the work order up to maximum of 10% of the value of the work order. This shall be without prejudice to any other right or remedy available to DoCA to recover damages. The timeline / schedule of deliverables will be decided as and when the requirement arises.

22.5. If the Agency decides to terminate the Agreement before the expiration of period of Agreement, the Agency shall give an advance intimation of at least 3 months to DoCA. If the Agency terminates the Agreement without giving prior notice of 3 months to DoCA, then the Performance Bank Guarantee shall be forfeited to DoCA.

22.6. Should any part of the Agreement be illegal or unenforceable, the remaining provisions shall so far as they are capable of being performed and observed, shall continue in full force and effect.

23. DISPUTES AND ARBITRATION:

23.1. In case of any matter relating to terms and conditions not specified in the Agreement, the same shall be decided by mutual agreement of DoCA and the Agency.

23.2. If any dispute, difference, question or disagreement shall at any time, hereafter arise, between DoCA and the Agency or the respective representatives or assignees in connection with or arising out of the Agreement, decision of Secretary, DoCA would be final and binding on the Agency.

23.3. The Agency shall not stop the work under the Agreement and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

24. [Provision on liquidation or change in business mentioned in the tender document to be mentioned here]

BOTH THE PARTIES HERETO agree to abide by the terms and conditions as mentioned above.

Signature of the Authorised Representative of the Agency	Signature of the Authorised Representative of DoCA
Name:	Name:
Designation:	Designation:
Address:	Address:
Seal of the firm / company	Seal of DoCA
Signature of witness:	Signature of witness:

Name of witness:	Name of witness:
Address of witness:	Address of witness:
Signature of witness:	Signature of witness:
Name of witness:	Name of witness:
Address of witness:	Address of witness:

ANNEXURE – XIII

Rates for extra social media creatives

S S No	Type of creative		Cost (in Rs)
1	Info Graphics (300 x 250 & 728 x 90 pixel size)- English/Hindi		1,800
2	Language rendition of infographics	Per language cost	1,100
3	Animated Gifs/ memes		1,700
4	Quickies/Viral Videos of upto 20 sec duration		8,000
5	Quickies/Viral Videos of 21-35 sec duration		10,000
6	Quickies/Viral Videos of 36-45 sec duration		12,000
7	Quickies/Viral Videos of 46-60 sec duration		15,000

8	Quickies/Viral Videos of		16,000
8	61-120 sec duration		
9	Language rendition of Quickies/ Viral Videos	Per Video per language cost	3,000
10	Digital Posters (duration 5-10 sec)	Per poster cost	3,500
		Per poster per language cost	3,500
11	Static Memes		2,000
12	Animated/ Motion Memes(5-10 sec)		4,000
13	Mobile Games/ App (development & hosting on Android & I-OS)		1,50,000