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DEPARTMENT OF CONSUMER AFFAIRS
INVITES ONLINE BIDS FOR
ENGAGEMENT OF SOCIAL NETWORK MANAGEMENT AGENCY
TO UTILIZE THE SOCIAL MEDIA PLATFORMS

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**

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Section I: General

Department of Consumer Affairs (DoCA), Government of India desires to engage a credible professional agency as a “Social Network Management Agency” to utilize the social media platforms for generating awareness and education towards consumer empowerment and the services that are delivered under the schemes and programmes of DoCA. In this context, online bids are invited from credible professional agencies. For this purpose, scope of work to be taken care of by the agency has been broadly spelt out in Section II.

The agency shall have facilities and requirements such as manpower, tools, creative content, etc. to deliver the scope of the contract. Agency must have expertise in these works. The entire data will also be stored / archived and the firm will have 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.

Tender documents can be downloaded from DoCA’s web site <http://www.consumeraffairs.nic.in> (for reference only) and Central Public Procurement Portal (CPPP) site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

1. SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates are shown below:-

S.No	Event	Date	Time
1	Date of uploading EOI on Central Public Procurement Portal	15.07.2019	
2	Pre-Bid Meeting	22.07.2019	11:00 AM
2	Last date of submission of bids	05.08.2019	11:00 AM
3	Opening of Technical Bids	06.08.2019	11:00 AM
4.	Presentation by the Agencies	14.08.2019	11:00 AM
5.	Opening of Financial Bids	26.08.2019	11:00 AM

All bids shall remain valid for 180 days from the last date of submission of bids.

The DoCA reserves the right to amend the document, 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 tender documents will be available during the period indicated in the Critical Datasheet.
- 1.1.2 Tender documents can be downloaded from the DoCA's web site <http://www.consumeraffairs.nic.in> (for reference only) and the CPPP website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the CRITICAL DATE SHEET.
- 1.1.3 Intending tenderers are advised to visit the DoCA website and the CPPP website again at least 3 days prior to the last date of submission of tender for any corrigendum / addendum/ amendment.
- 1.1.4 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Department shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.
- 1.1.5 The language of the Bid shall be in English and all correspondence, etc. shall be in English language.
- 1.1.6 Clarification on tender document
- The firm interested for participation in tender may attend the office between 9.00 AM to 5.00 PM on all working days except Saturdays, Sundays and holidays to have any clarification on matters and quantum of work.
 - No alterations and additions anywhere in the Bid Document are permitted. If any of these is found, the Bid may be summarily rejected. In case of any doubt, the Bidder can seek clarification online through the CPPP portal between specified clarification date & time.

VALIDITY OF BIDS

- 1.1.7 All bids shall remain valid for 180 days from the last date of submission of bids.
- 1.1.8 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.
- 1.1.9 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 their sole opinion, best meets the interest of the DoCA.
- 1.1.10 The DoCA also reserves the right to negotiate with the bidders placed as

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- 1.1.9 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 their sole opinion, best meets the interest of the DoCA.
- 1.1.10 The DoCA also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the Government.
- 1.1.11 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 initiated by Government investigating Agencies/Vigilance Cell.
- 1.1.12 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.
- 1.1.13 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.
- 1.1.14 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.
- 1.1.15 All material, art work used in management of Social Media Network will be property of the DoCA. Content shared online must be copyright protected.
- 1.1.16 All the real and virtual creations will be right of DoCA and Intellectual Property Rights (IPR) will vest with DoCA.
- 1.1.17 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.

1.1.18 MANNER OF SUBMISSION OF BID

- Bids shall be submitted online only on CPPP website.
- Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement. A set of instructions for online bid submission is given in **Annexure 7** for reference.
- Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.

- Bidder who has downloaded the tender from the DoCA website and the Central Public Procurement Portal (CPPP) website shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder may be banned from doing business with DoCA.

1.1.19 Last Date for Submission

Bids shall be received as per schedule specified in **Notice Inviting Tender** not later than the time and date specified in the **Critical Date Sheet**. System will not allow the bidders to submit the bid after the specified date and time.

1.1.20 Modification and Withdrawal of Offer

Bidder can modify the bid online before bid submission date and time. Once bid is withdrawn by the bidder then he will not be able to submit the bid again.

1.1.21 Opening of Bid

Bids will be opened as per date/time as mentioned in the **Critical Date Sheet**. Bidders can participate in the bid opening process online at the scheduled time by logging in to the CPPP portal. After online opening of Technical-Bid, the results of qualification in technical bids as well as date and time of opening of price bids will be intimated later.

1.2 ELIGIBILITY CONDITIONS

- 1.2.1 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. Bidders should not have been blacklisted by any of the State	Undertaking on

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or Central Government organization.	letter head
4. Should not have been found guilty of any criminal offence by any Court of law.	Undertaking on letter head
6. Bidder should not have a conflict of interest in the assignment as specified in the bidding document{Clause 1.3(f)}	Undertaking on letter head
7. Compliance with the code of integrity as specified in the bidding document{Clause 1.17(b)}	Undertaking on letter head
8. The average turnover of the agency in the area of Digital Marketing services including social media marketing services should be over Rs.30.00 lakhs during the last three financial years 2016 -17, 2017-18 and 2018-19	Certificate from CA as per format at Annexure 6
9. GST Registration	Copy
10. PAN Registration	Copy
11. The agency must have an experience of at least three years in Social Media network management and must have completed or handled at least two projects worth Rs 10 lakhs each for government organisations /PSUs	Copies of the work orders of Social Media activities
12. The agency must have requisite 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 to develop Social media tools and apps that run 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	
f) Promoting Piracy in any form	
15. The agency must have expertise of running social media campaigns on Twitter, Facebook, and YouTube and other social media platforms.	Self-certified copy of Images having run Social media campaigns

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16. The agency should deploy a team of four social media experts in the DoCA office for management of social media platforms in English & Hindi	Undertaking on letter head
17. The experts should have experience of Content management for websites/social media account management and have ability to collaborate with stakeholders	Undertaking on letter head
18. Security Audit certificate. (In case of customized tools the bidder has to furnish an undertaking that their tools will be audited by NICSII or CERT-IN empanelled agencies before awarding of contract, on selection, failing which the offer will be cancelled. So far as readymade tools are concerned, the bidders have to provide the security audit details of such tools in their submitted technical bid)	Documentary proof in case of readymade tools and undertaking on letterhead in case of customized tools

1.2.2 Bidders in joint venture and consortium 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. 1,00,000/- (Rupees One lakh only) as Earnest Money Deposit (EMD) in the form of Bank Draft / Demand Draft in favor of Pay and Accounts Officer, Department of Consumer Affairs, New Delhi, payable at Delhi. The EMD has to be submitted to Shri Pradeep Bhatnagar, Director(Publicity), DoCA before 05:00 PM on 5th August, 2019. 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 in respect of those bidders who are not exempted 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 5% of the total contract value of job for one year in the form of bank draft/demand draft from a scheduled nationalized 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 demand 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 1 year subject to the satisfaction of DoCA. If performance is satisfactory, DOCA may extend the contract period for further 2 years on same terms & conditions which shall be extendable on yearly basis.

d) PRICES

- i. The agency shall quote a consolidated amount in INR which would include all charges. Taxes as applicable shall be payable by DoCA.
- ii. The agency has to ensure that the prices / rates quoted bid amount is inclusive of all 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

The payment will be released to the agency on quarterly basis in 04 equal installments subject to the satisfactory assessment of the work done. The agency will be asked to submit quarterly 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 through bank transfer.

1.4 PENALTY CLAUSE

- a) The detailed Service Level Agreement (SLA) as attached as **Annexure-5** 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, upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof. A draft Service Level Agreement (SLA) is attached at Annexure 5.

- 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

The tender shall be submitted online in two parts, viz technical and financial bid. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/Email shall not be considered. No correspondence will be entertained in this matter.

1.6 Technical and Financial Bids

➤ **The technical bid should have the following:-**

- i. Tender Acceptance 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 2** properly indexed and paginated.

➤ **The Financial bid must contain the following:**

- i. The bidder shall submit financial bid in the prescribed format as given in **Annexure-3**
- ii. The price quoted in Financial Bid format at **Annexure-3** 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 as per DAVP rates wherever applicable or on actual basis on production of authentic bills. Agency should inform regarding such expenditure well in advance.

1.7 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 will evaluate the Technical bids on the basis of Eligibility condition in Point 1.2. The criteria given in **Annexure - 4** 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. The agencies would be required to obtain minimum score in criteria (i) and (ii). 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:

$$\mathbf{F} = 100 \times (\mathbf{Fm} / \mathbf{Fb})$$

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

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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 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: $(0.7 \times T(s)) + (0.3 \times 100 \times F_m/F_b)$

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 held only in 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 in DoCA 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 professionals 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

- i. The Agency shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.
- ii. The Agency shall indemnify and keep indemnified the Department against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract 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.
- iii. The Agency shall indemnify, protect and save the Department against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.
- iv. The Department 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 or damages from

any sums due or to become due to the Agency/Agencies.

- v. 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 term "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 Organization 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 alongwith a certificate from the public authority concerned. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization 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: -

- 1.15.1 Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).
- 1.15.2 Cancel the contract or a portion thereof by serving prior notice to the Agency.
- 1.15.3 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 / DELIVERABLES

1.1 INTRODUCTION

On behalf of DoCA, Government of India, online bids are invited from credible professional agencies for management of social media platforms in *English and Hindi* for creating awareness about DoCA, the services that are delivered under the schemes & programmes of the Department and responding quickly on the social media portals regarding consumers' queries and grievances.

1.2 SCOPE OF WORK

- (i) The agency shall maintain and upgrade/ improve (social media platforms which already stand created) and if required create, the official Facebook page, You Tube channel and Twitter handles of the Department, the Minister for Food, Public Distribution & Consumer Affairs, and Minister of State for Food, Public Distribution & Consumer Affairs. Additionally the agency shall create and subsequently maintain/ upgrade the official social media accounts on Linked in and Instagram and any other social media platform during the course of contract.
- (ii) Creation of blogs and relevant content which may be uploaded on SM Channels.

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- (iii) Set up a complete social networking management platform in English and Hindi for the DoCA and manage the same by installing requisite tools/applications in the systems of the DoCA. In this regard, a team of four 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.
- (iv) The agency shall provide inputs and reports with regard to perceptions about DoCA from other portals and suggest strategy for enhancing profile of DoCA.
- (v) Enhance audience engagement on all social media channels through designing and implementing contests, campaigns & promotions, etc. for generating awareness of people on consumer 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 posts (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. The idea is to eventually enhance the subscription / followership on all SM handles.
 - c) To post on Twitter, Facebook etc. posts are to be approved by DoCA. Contents should not be posted without DoCA's approval. The tool would send approval requests to the approvers via email or through other desired medium and get it approved.
 - d) To find influencers who can be used to increase the visibility of DoCA's social media campaigns. The tool would have facility to find convergence partners for National Consumer Helpline(NCH).
 - e) To coordinate with National Consumer Helpline(NCH) for quick response and redressal of grievances received through social media to generate interesting and innovative posts on successful resolution of grievances and publishing the same on various social media portals.
 - f) 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.

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- g) To support posts moderation. The tool needs to have an ability to reply to the posts and delete any unwanted comments or posts.
- h) 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 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.
- (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 on the agreed upon social media sites, updating, analyzing social media trends, moderation and intervention as and when required.
- (vii) 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 publish 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.
- (viii) 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.
- (ix) Should have credible contingency plan to effectively handle crisis and emergencies.
- (x) Any other work entrusted by DoCA for sensitizing the people through social media Platform.
- (xi) To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook and other social media platforms) is smooth and uninterrupted.
- (xii) The agency shall ensure to provide accurate, complete, polite, and prompt feedback mechanism to users via social media. The agency shall gather inputs from users and respond back to their requests, queries, suggestions etc. and also pass onto authorized official(s) of DoCA on regular basis. User interaction would initially be done in Hindi and English only to be extended to other languages subsequently on need based basis.

- (xiii) The agency would also moderate the sites to avoid spam, advertisements and inappropriate content.
- (xiv) The agency is also expected to track social media networks for relevant and related key words, and respond to them in a big way to initiate positive conversations on social media sites

(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. The frequency of e-books should be annual unless desired otherwise.
- Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, YouTube ,etc
- Above is to be done without any infringement of Intellectual Property Rights (IPR) and data security.

(B) Making the uploaded content viral / virality 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.

(C) 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 will be the responsibility of the agency.
- The Agency will submit the archived content to this Department within specified time in five copies of Compact Disc.

(D) Advertisement:

Agency would also be responsible for advertising various schemes of

DoCA, acts and related activities on the social media platforms.

(E) Pre and Post establishment support

- Any kind of support with regard to smooth functioning of software development.

(F) Manpower Requirement

- The social media experts assigned with the activity should have the requisite expertise 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.
- The team with the 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.

(G) 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.

(H) Reporting

- The agency should suggest the number 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.

(I) 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(IT) Act, 2000 and rules made thereunder as amended from time to time**

TENDER ACCEPTANCE LETTER

(To be given on Company letter head)

To

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No.

Name of Tender / Work:-

Dear Sir,

We have downloaded / obtained the tender documents for the above mentioned Tender / Work from the web site namely:

as per your advertisement, given in the above mentioned website.

2. We hereby certify that we have read the entire terms and conditions of the tender doc documents from page No..... to (including all documents like annexures, schedules etc.)which form part of the contract agreement and We shall abide hereby by the terms and conditions / clauses contained therein.
3. The Corrigendum (s) issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.
4. We hereby unconditionally accept the tender conditions of above mentioned tender documents / corrigendum (s) in its totality / entirety.
5. We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. department / Public Sector Undertaking.
6. We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department shall without giving notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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Yours Faithfully,
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. Bidder should be registered in India (Registration certificate/MSMEs to upload copy of the certificate)		
6. Should have a local office in NCR region (documentary proof)		
7. Security Audit certificate. (In case of customized tools the bidders has to furnish an undertaking on letter head that their tools will be audited by NICS I or CERT-IN empanelled agencies before awarding of contract, on selection failing which the offer will be cancelled. So far as readymade tools are concerned, the agencies have to provide the documentary proof of security audit details of such tools in their submitted technical bid)		
9. The agency must have expertise of running social media campaigns on Twitter, Facebook, and YouTube and other social media platforms (Self-certified copy of Images having run Social media campaigns)		
10. The agency should deploy a team of four social media experts daily in the DoCA office for management of social media platforms in English & Hindi (Undertaking on letter head for deployment of three social media experts daily in DoCA's office)		
11. The experts should have experience of Content management for websites/social media account management and have ability to collaborate with stakeholders(Undertaking on letter head)		
12. Bidders should not have been blacklisted by any of the State or Central Government organization (Undertaking on letter head)		
13. Should not have been found guilty of any criminal offence by any Court of law. (Undertaking on letter head)		
14. Bidder should not have a conflict of interest in the assignment as specified in the bidding document{Clause 1.3(f)}		

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(Undertaking on letter head)	
15. Compliance with the code of integrity as specified in the bidding document{Clause 1.17(b)} (Undertaking on Letter head)	
16. Registration Details: PAN No.(Copy to be enclosed)	
17. GST Registration No.(Copy to be enclosed)	
18. The agency must have an experience of at least three years in Social Media Network Management and must have completed or handled two projects worth Rs 10 lakhs each for government agency/PSUs (Copies of the work orders of Social Media activities)	
19. The average turnover of the agency in the area of Digital Marketing services including social media marketing services should be at least Rs.30.00 lakhs in last three financial years 2016 -17, 2017-18 and 2018-19 (Undertaking on letter head)	
20. The agency must have an in- house tools/applications/Software Development & management Team to develop Social media and CRM tools that run on PCs and mobile devices. (Undertaking on letter head)	
21. The agency must have requisite facilities for production and editing of contents in all forms. (Undertaking on letter head).	
22. Details of EMD (Registered MS ME exempted)	
(i) Amount	
(ii)Draft No	
(iii)Date	
(iv) Issuing Bank	
23. Whether terms and conditions mentioned in the Tender document are acceptable (say 'Yes' or 'No') & if yes, please enclose the self-declaration of acceptance on letter head.	
24. Agencies supporting/ promoting any of the following content either in digital/physical format will be treated negative for business a) Anti-National Content b) Pornographic & Trafficking Content	

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c) Political Association d) Malicious Content e) Content Hurting Religious Sentiments f) Promoting Piracy in any form (Undertaking on letter head)		
25. 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

FINANCIAL BID DOCUMENT
(To be submitted as BOQ)

The following are to be furnished by the Contractor as the **Financial Bid** as per the tender document:

Schedule of price bid in the form of BOQ.xls

Price bid in the form of **BOQ template** BOQ.xls available along with this tender document on CPPP website. Bidders are advised to download this BOQ.xls as it is and quote their offer/rates in the relevant column and upload the same in the commercial bid. **The format of BOQ template is given below for reference only.**

Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in		GST Amount in INR		Any Other Taxes in		TOTAL AMOUNT Without Taxes in		TOTAL AMOUNT With Taxes in		TOTAL AMOUNT With Taxes In Words
		Rs.	P	Rs.	P	Rs.	P	Rs.	P	Rs.	P	
1	2	7		9		11		13		14		15
1.01	Consolidated amount for a year for the Scope of work/ Deliverable as mentioned in Section II							0.00		0.00		INR Zero Only
Total in Figures								0.00		0.00		INR Zero Only

1. *The rates shall be quoted in Indian Rupee only.*
2. The amount quoted above shall be exclusive of taxes. The applicable Taxes will be extra.

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ANNEXURE 4

TECHNICAL EVALUATION CRITERIA

Sl. No	Point of evaluation	Maximum points to be awarded
(i)	Bidders cumulative turnover of India operations for the last three years viz 2016-17, 2017-18 & 2018-19 Rs. 30 lakhs to 1 Crore Rs.1 to 5 Crores Above Rs. 5 Crores	15 20 25
(ii)	Experience of working with Central/ State Government Department/ Ministry/ PSUs in relevant field in last 5 years: Between 3 to 5 years More than 5 years	20 25
(iii)	Business presentation	20
(iv)	Vision of work plan to deliver on the engagement	30

STAMP PAPER OF RS. 100/-

SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT dated between
Department of Consumer Affairs, Krishi Bhawan, New Delhi-110001 **hereinafter
referred to as "DoCA"**

and

hereinafter referred to as the Agency

- ***DoCA is one of the two Departments of Ministry of Consumer Affairs, Food and Public Distribution, Government of India mandated to empower consumers through awareness and education; enhance consumer protection and safety through progressive legislations and prevention of unfair trade practices; enable quality assurance through standards and their conformance; and ensure access to affordable and effective grievance redressal mechanisms and wishes to enhance its presence in the Social Media by engaging an Agency with the following broad deliverables:-***
 - i. *Generating awareness and education towards consumer empowerment*
 - ii. *Announcement and re pronouncement of policies of this Department*
 - iii. *Issue based as well as general interaction and engagement with the citizen*
 - iv. *Getting feedback of the citizens on the policies, activities, and campaigns of this Department and its analysis*
 - v. *Quickly responding to the grievances/queries received on various social media platforms and its Ministers official social media accounts*

- M/s.....is engaged in the business of
.....and desires to provide its services to DoCA.

Whereas in pursuance of tender notice No Dated for Engagement

of Social Network Management Agency, M/s submitted their Bid. After due process of consideration and selection, DoCA hereby appoints M/s for carrying out the above activity and in order to meet the overall objective of the project, both parties are entering in to an Agreement which is as below

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

"FORCE MAJEURE" means, in relation to either party, any circumstances beyond the reasonable control of that party (including without limitation, any strike, lock-out or other form of industrial action) or if either party shall be prevented or substantially hindered in performing its obligations hereunder by any regulations, law, decree, act of state or any other action of Government.

"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 foregoing.

'MONTH' means a period of each English calendar month ending on the last day

'ELECTRONIC FORM' means Information recorded in a manner that requires a computer or other electronic device to display, interpret, and process it. This includes documents (whether text, image, graphics, spreadsheet etc.) generated by a software as well as electronic mail.

1.2 Any reference to this agreement to 'writing' or cognate expressions includes a reference to telex, cable, facsimile transmission, Registered post or comparable means of communications.

2. APPOINTMENT OF AGENCY

2.1 DoCA hereby appoints the Agency to post content on the Social Media such as Twitter, Facebook, YouTube, Instagram etc and manage them. The management includes monitoring of the social media, responding to the comments, quickly *responding to the grievances/queries received on various social media platforms and its Ministers' official social media accounts* and providing feedback to the Department which are detailed in the Scope of Work given in the Section II and as determined and agreed in writing between the Agency and DoCA during the terms of this Agreement.

2.2 The Agency undertakes to protect the copyright of the contents provided by the DoCA.

2.3 The work allotted through this Agreement shall be personal to the Agency. They shall not be entitled to authorize any other person to exercise the same.

3 RIGHTS AND DUTIES OF AGENCY

3.1 The Agency shall promote the presence of DoCA on the Social Media with all due care and diligence. They shall cultivate and maintain good relations in accordance with sound commercial principals.

3.2 Subject as provided in this Agreement, the Agency shall be entitled to perform the duties hereunder in such manner as the Agency may think fit.

3.3 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.

4. RIGHTS AND DUTIES OF DOCA

4.1 DoCA shall provide raw content for processing and uploading on the Social Media.

4.2 The content prepared for upload by The Agency shall be approved by DoCA

5. SCOPE OF WORK – SECTION II

6. INTELLECTUAL PROPERTY

6.1 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 Agencys' notice.

6.2 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 person under its control any Intellectual Property of DoCA or any Intellectual Property so resembling the Intellectual Property of DoCA.

6.3 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.

7. QUALITY REQUIREMENTS

7.1 The Agency agrees to get all the content approved, in writing before

launching.

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 Organization 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 Organization 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.

8. COMMENCEMENT OF THE AGREEMENT, EXTENSION AND TERMINATION

9.1 The Agreement shall commence from the date it is made and shall continue for a period of two years. The contract shall be valid for a period of two years i.e. Twenty four (24) months and may be extended on a yearly basis for a further period of one [01] years based on performance with the same terms and conditions.

9.2 Termination of Contract by the Department

1.5.1 It shall also be lawful for the Department to 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 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 the Department under the Contract(Clause 1.15 of the EOI would also apply)

9.3 Termination of Contract by Agency

If the Agency decides to terminate the Contract before the end of contract period, the Agency shall give an advance intimation of at least three [3] months.

If the Agency terminates the contract/Agreement without prior notice of three [3] months , then the entire amount of Performance Security or

Performance Bank Guarantee shall be forfeited to Department.

9.4 This Agreement may also be terminated by DoCA forthwith if at any time:

9.4.1 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.

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

10 Indemnity

10.1 The Agency shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.

10.2 The Agency shall indemnify and keep indemnified the Department against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract 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.

10.3 The Agency shall indemnify, protect and save the Department against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

The 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 or damages from any sums due or to become due to the Agency/Agencies.

10.4 All claims regarding indemnity shall survive the termination or expiry of the work order.

11. Confidentiality

The Agency shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Department.

12. 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 and Information Technology(IT) Act, 2000 and rules made thereunder as amended from time to time.

13. Publicity

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

14. Disputes & Arbitration

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.

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

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.

13. Mode of Serving Notice

13.1 Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

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

14. Governing Language

Governing language for the entire contract and communication thereof shall be English only.

15. Law

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The contract shall be governed and interpreted under Indian Laws.

16. Legal Jurisdiction

No suit or other proceedings relating to performance or breach of Contract 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.

18. AGREEMENT AND WARRANTY

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

18.2 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 excluded to the fullest extent permitted by law.

19. All the documents like tender notice, tender document, scope of work, eligibility criteria, other terms & conditions mentioned in the tender forms part of this contract agreement

Signature of Authorised Representative of the Agency Name : Designation: Address: Seal of the firm/Company	Signature of Authorised Officer of the Department Name : Designation: Address: Seal of the Department
Witness: Signature: Name of witness:	Witness: Signature: Name of witness:

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

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in tender document.

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANT ON THE LETTER HEAD)

Date:

Format for Turnover certification

This is to certify that M/s _____ (Agency Name & Address) are in the business of Digital Marketing services. Their gross turnover as well as turnover in the area of Digital Marketing services for each year 2016 -17, 2017-18 and 2018-19 are as given below :-

S. No.	Financial Year	Turnover of the agency as a whole (Amount in Rs.)	Turnover in the area of Digital Marketing services including social media marketing services (Amount in Rs.)
1	2016-17		
2	2017-18		
3	2018-19		
Average turnover for 3 years			

Place :

Date :

Signature of CA
Membership No:

Instructions for Online Bid Submission

1. Procedure for Registration by the Tenderer

- 1.1. Tenderers are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal.
- 1.2. As part of the enrolment process, the tenderers will be required to choose a unique username and assign a password for their accounts.
- 1.3. Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrolment, the tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5. Only one valid DSC should be registered by a tenderer. Please note that the tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6. Tenderer then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- 2.1. There are various search options built in the CPP Portal, to facilitate tenderers to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the tenderers may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2. Once the tenderers have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the tenderers through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3. The tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Procedure for preparation and submission of bids

- 3.1. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid
- 3.2. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.
- 3.3. Tenderer should take into account any corrigendum published (if any) on the tender document before submitting their bids.
- 3.4. Tenderers are advised to go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.5. Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi.
- 3.6. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers. Tenderers can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process
- 3.7. As part of the bid, tenderer should provide all the documents as follows:-
 - Tenderer should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
 - The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - The serve time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.

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- All the documents being submitted by the tenderers would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

4. Assistance to Tenderers

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232** and Mobile Nos **91 7878007972** and **91 7878007973**.

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