

Government of India
Ministry of External Affairs
External Publicity & Public Diplomacy Division
Shastri Bhawan, New Delhi 110001

E-NOTICE INVITING TENDER FOR: Selection of an Agency for Social Media Management and analysis in respect of the Ministry of External Affairs.

Tender No. Q/XMM/551/06/2017

Dated: 09.10.2018

| <u>Important Dates</u> | |
|----------------------------------|------------|
| Published date | 09.10.2018 |
| Bid document download start date | 09.10.2018 |
| Clarification start date | 10.10.2018 |
| Clarification end date | 30.10.2018 |
| Bid submission start date | 10.10.2018 |
| Bid submission end date | 31.10.2018 |
| Date of Technical Bid opening | 09.11.2018 |

The bid shall be submitted online only at Central Public Procurement Portal Website:
<http://eprocure.gov.in/eprocure/app>. Manual Bids will not be accepted.

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TENDER NOTICE

Subject: Selection of an Agency for Social Media Management in respect of the Ministry of External Affairs.

External Publicity Division, Ministry of External Affairs is considering selection of an agency for Selection of an Agency for Social Media Management in respect of the Ministry of External Affairs.

(A) Scope of work:

- (i) To develop a strategy to enhance Ministry's presence on social media (MEA's Social Media handles on Facebook, Twitter, LinkedIn, Instagram, Google Plus etc.) and to engage a wider audience.
- (ii) Implementation of Social Media Analytics (using Social media analysis) to gather useful and credible information on foreign policy issues trending on social media at the local, regional, national and international level.
- (iii) Managing response from MEA on social accounts in respect of issues/topics identified by social media analysis.
- (iv) To produce quality content such as graphics, videos (white board etc.), powerpoint presentations, animations for use on the social media platforms of the Ministry, on demand.
- (v) The content created has to be edited/uploaded on Ministry's Social Media/YouTube handles as per Ministry's requirement on immediate basis.
- (vi) Ability to convert all kinds of content (video/audio/files) from one format to another for given assignments as and when required by the Ministry.
- (vii) 24x7 Social Media management and analysis with on-site support. A minimum of 6 people are required to be deployed on-site.
- (viii) Coverage of events (both in and out of NCR) as and when required by the Ministry. Shooting of short videos with cast & crew.
- (ix) Implementation of any new social media initiatives/modules etc. as and when required by the Ministry.

2. **Validity & Extension of Contract:** The work would be assigned initially for a period of one year which may be extended for a further period of one year at a time at the sole discretion of the Ministry on the existing terms and with the written consent of the Agency.

3. A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on November 09, 2018 at 1100 hrs at PO (XMM)'s office (Room No. 254, A Wing, Shastri Bhawan), New Delhi in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(B) Minimum Eligibility Criteria:

1. **Earnest Money Deposit (EMD) of Rs. 2,50,000/-** (Rupees Two lacs fifty thousand only) in the form of **Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi**. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].
2. The agency should be registered with the Registrar of Companies and should hold valid PAN, Sales tax/GST registrations/VAT.
3. The agency should have a minimum experience of three years in the field of Social Media Management, analysis, working in conjunction with Central Ministries/ Departments/private organizations of repute.
4. The annual turnover of the agency should be at least 1 crore during each of the last three years.
5. The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the firm or its owner or partners anywhere in India.

Pre-bid Meeting: A prospective bidder, requiring a clarification on the Tender document shall write to MEA via email to dsdd@mea.gov.in within the time-frame as indicated in the Data Sheet.

MEA will conduct the Pre-bid Meeting to address the submitted queries, if any, at a date which shall be intimated in due course. Responses to the queries notified through email will be uploaded on MEA website (mea.gov.in) and any resulting amendments shall be intimated to the Applicants via email/fax etc.

(C) Submission of bids:

The bidders should upload their bids on CPP Portal in separate two parts, viz.:

(i) Technical Bid: The bidding agencies are required to submit documents as detailed in **Annexure I**. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.

(ii) Financial Bid: to be submitted in the format as given in **Annexure II**.

(D) Technical evaluation

1. Only the agencies who fulfill the **Minimum Eligibility Criteria** and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to present a Technical Presentation showcasing their skills and details as laid down below:

2. The technical evaluation of the bidders shall be made on following points:

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|---|--|--|
| Social Media management capabilities | Dashboard for Social Media Integration (Twitter, FB, LinkedIn, Google+ etc.) | 5 marks (on the basis of presentation) |
| | Ownership of Third party softwares/Licenses held for home-grown softwares; knowledge of their usage. (eg. Coral draw, photoshop, video/audio editing etc.) | 5 marks (on the basis of presentation) |
| | Affiliation with or direct contract from social media networks such as Facebook, Twitter, Google Plus etc. | 5 marks (on the basis of presentation) |
| Social media footprint increase | Strategy to increase the social media presence of Ministry (to be assessed in terms of followers periodically) | 5 marks (on the basis of presentation) |
| | Scalability-expansion/accommodation of new accounts of Ministry/Missions/posts) | 5 marks (on the basis of presentation) |
| Social Media analysis | Strategy & Resources (Human/Technological) for social media analysis | 5 marks (on the basis of presentation) |
| | Creation of analytical reports & Summarizing of the social media developments of the day | 5 marks (on the basis of presentation) |
| Security | Disaster management (response management) & Data security. Safety mechanism to prevent unauthorized access to Social Media platforms. | 5 marks (on the basis of presentation) |
| Manpower | Total manpower employed by Agency | 10 marks [<= 10 = 2 marks 10 <= 20 = 4 marks 20 <= 30 = 6 marks 30 <= 40 = 8 marks > 40 = 10 marks] |
| Relevant experience | Experience in Social media management and analysis in Govt./PSU sector in number of years (An experience of at least 3 years) | 10 marks [3 =< 4 = 2 marks 4 =< 5 = 4 marks 5 =< 6 = 6 marks 7 =< 8 = 8 marks >= 8 = 10 marks] |
| | Experience in Social media management and analysis in private sector in number of years (An experience of at least 3 years) | 10 marks [3 =< 4 = 2 marks 4 =< 5 = 4 marks 5 =< 6 = 6 marks 7 =< 8 = 8 marks >= 8 = 10 marks] |
| | Number of projects undertaken with/currently working with; Govt./PSU sector | 10 marks [1 - 2 = 2 marks 3 - 4 = 4 marks 5 - 6 = 6 marks 7 - 8 = 8 marks > 8 = 10 marks] |
| | Number of projects undertaken with/currently working with; private sector enterprises. | 10 marks [1 - 2 = 2 marks 3 - 4 = 4 marks 5 - 6 = 6 marks 7 - 8 = 8 marks > 8 = 10 marks] |

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|-----------------|---|---|
| Turnover | Turnover of the Agency over the last three years | 10 marks [1 <= 1.2 crore = 2 marks 1.2 <= 1.4 crore = 4 marks 1.4 <= 1.6 crore = 6 marks 1.6 <= 1.8 crore = 8 marks > 1.8 crore = 10 marks] |
| TOTAL | | 100 marks |

3. The minimum qualifying score shall be 70.

(E) Financial round:

1. Only the agencies who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.

2. The bidder/agency applying will quote their '**per quarter rates**' (**exclusive of applicable taxes**). The rates shall be quoted in the BOQ sheet provided with tender document. (**Annexure II**)

3. No change in financial bids is allowed after the last date of submission of tender documents.

4. After evaluation of financial bids, the L1 (lowest responsive financial bid) bidder will be awarded the contract.

(F) Other Terms & Conditions:

1. Tender received after closing date and time will not be entertained.

2. Ministry reserves the right to extend the last date and time for submission of the bids as its own discretion.

3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Ministry of External Affairs will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Ministry until execution of a contractual agreement.

4. The bids shall remain valid for a period of 120 (One hundred & twenty) days. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests should preferably be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.

5. Failure to furnish all the required information may result in rejection of the bid.

6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Ministry. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.

7. Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.

8. To assist in Technical evaluation, Ministry reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.

9. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.

10. The Ministry shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.

11. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the firm/agency.

12. The Ministry reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Ministry for rejection of his proposal.

13. **Payment terms:**

- The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
- The agency who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a quarter indicating full description.
- In case it is required to cover events in any place outside NCR area, the agency shall only be reimbursed for bills related to travel (to & fro from Delhi to place of coverage) and accommodation (hotel) in respect of the media team sent by MEA. The agency shall have to produce receipts for the expenditures made in order to

be compensated for them. The type and class of accommodations and travel arrangements shall be decided by MEA and prior approval sought.

- Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period. Only applicable taxes shall be applied in addition to quoted rates.

14. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.

15. The Ministry requires that the company engages professionals in the field of journalism, graphic designing, video-audio editing, social media analysis to undertake the project and reserves the right to call for the resumes, documents relating to their professional background, expertise and their achievements.

16. **No Subcontracting:** The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.

17. Quality of creatives and timely uploading them on the social media handles of the Ministry within the time schedule are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

18. The agency selected through this tender must provide the Ministry access to all the source code & material/data utilized for the scope of this tender.

19. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Ministry will be final and binding on all bidders participating in this bid.

20. **Earnest Money Deposit:** Bidders are required to submit an **Earnest Money Deposit (EMD) of Rs. 2,50,000/-** (Rupees Two lacs fifty thousand only) as described in Annexure I must be delivered to Under Secretary (Digital Diplomacy), Room No. 254, A-Wing, Shastri Bhawan, New Delhi and reach by on or before 11AM. The bid security of unsuccessful bidder will be returned to them after the award of the contract. Earnest Money Deposit with MEA for the purpose of tender will earn no interest. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].

EMD will be forfeited on account of one or more of the following reasons:-

- i) The Bidder withdraw/modify his bid during the period of bid validity.
- ii) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.

(G) Performance Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Earnest Money Deposit of successful bidder will be returned after submission of Performance guarantee.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

(H) Agreement deed: The successful bidder shall execute an agreement for the fulfilment of the contract on ₹ 100/- non-judicial stamp paper within 15 days from the date of award of the contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 10 percent of the contract value.

(I) PENALTY CLAUSE:

1. If the bidder withdraws or alter its bid before the bid validity period, Ministry/Division may take the decision to forfeit the EMD and debar it from participating in future tenders.

2. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, Ministry may take a decision to cancel the contract with the immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Ministry and take and other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Ministry at its own discretion/satisfaction.

(J) Governing Laws and Jurisdiction:

This shall be construed and governed by the laws of India, and parties hereby submit to exclusive jurisdiction of the Delhi court of law.

(K) Settlement of Disputes and Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and

Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

(L) FORCE MAJEURE:

1. Ministry may consider relaxing the penalty and delivery requirements, as specified in tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

4. The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Ministry of External Affairs shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Ministry of External Affairs shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

(M) Liquidated damages and termination:

- It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Ministry may recover a sum from the contractor equivalent to minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.

- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.

- In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Ministry in that event in that event and the Performance security deposit may also be forfeited.

(N) Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" may be taken from the contractor as per the format given in the Annexure 21 of Manual for Procurement of Goods, 2017.

Yatin Patel

(Yatin Patel)

Under Secretary (Digital Diplomacy)

XPD Division

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| | Document | File type |
|-----|---|-----------|
| 1. | Earnest Money Deposit (EMD) of Rs. 2,50,000/- (Rupees Two lacs fifty thousand only) in the form of Demand Draft in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi . Scanned copy of the Demand Draft to be uploaded. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification]. | .pdf |
| 2. | Copy of Registration with Registrar of Companies. | .pdf |
| 3. | Copy of PAN & GST number as applicable. | .pdf |
| 4. | Copy of ITR returns for the last three years. | .pdf |
| 5. | Copy of Latest Sales Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan. | .pdf |
| 6. | A list of their owners/partners etc. of the agency | .pdf |
| 7. | Copy of Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India. | .pdf |
| 8. | Copies of award of contracts along with Certificate of satisfactory performance from Central Ministries/ Departments/private organizations of repute. | .pdf |
| 9. | Copy of proof of qualification/additional skills in respect of the team proposed to be employed by the Agency. | .pdf |
| 10. | Copy of an audited statement of account of the agency | .pdf |
| 11. | Proof of Annual turnover of Rs. 1 crore during each of the last three years. | .pdf |
| 12. | Self certification regarding Manpower employed by Agency | .pdf |