F.No. Z.28021/118/2018-IT Cell

Government of India
Ministry of AYUSH

NIT FOR ENGAGEMENT OF SOCIAL NETWORK MANAGEMENT AGENCY

Ministry of AYUSH invites all eligible bidders as per details in tender document to participate in RFP for engagement of Social Network Management Agency.

SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates are shown below:

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<tr>
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Govt. of INDIA

Ministry of AYUSH

AYUSH Bhawan
B Block, GPO Complex, INA Colony
New Delhi – 110023
Phone No: 24651644

REQUEST FOR PROPOSAL (RFP)
ENGAGEMENT OF
SOCIAL NETWORK MANAGEMENT AGENCY

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SECTION - I

GENERAL

Ministry of AYUSH, Government of India desires to engage a credible professional agency as a “Social Network Management Agency” to facilitate its utilization of various social media platforms for creating awareness about the AYUSH systems of healthcare, to promote AYUSH services and to disseminate information about the schemes, programmes and activities of the Ministry of AYUSH. The proposal/bids are invited from credible professional agencies/firms, for this purpose. The scope of work to be taken by the agency has been broadly spelt out in Section II.

The agency/firm must have in-house production capability. All other requirements such as manpower, tools, applications, creative content, advertising etc. will have to be met by the Agency. Agency must have expertise in these activities. The entire data and intellectual property generated from the activity will be owned fully by the Ministry. The firm has the responsibility to store the same and provide it to Ministry of AYUSH on a quarterly basis or as & when demanded. Agency will be completely responsible to maintain the 1. backup, 2. Storage and 3. recovery mechanism. The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the Ministry. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the firm/agency. All the real and virtual creations will be the property of Ministry of AYUSH and IPR will vest with Ministry of AYUSH. The agency/firm will also ensure that all the creations submitted by them to the Ministry are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the Agency.

***
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2. PROCEDURE, TERMS AND CONDITIONS

2.1 EMD in original has to be submitted in sealed envelope on or before 5 P.M on 14/10/2019 to following address:

R & I Section,
Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023

2.2 Price bid of bidders qualified in eligibility conditions and presentation (technical specifications) shall only be opened.

2.3 The EMD of INR 2,00,000/- in the form of Bank Draft/Pay Order (In the name of PAO, MOHFW) is required to protect the interest of Ministry of AYUSH against the risk of Bidder’s conducted which would warrant forfeiture of the Bid Security.

A. In terms of Public Procurement Policy of Micro & Small Enterprises/Guidelines of Govt. of India, the bidders may claim exemption from deposit of EMD provided the bidders upload along with
the technical bid the scanned copy of documentary proof / certificate in support of the claim for EMD exemption issued by the appropriate authority of Government of India.
The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSMEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.

B. In case of any bidder who claim exemption of EMD in terms of Point above, modifies his offer or terms conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding EMD Clause, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.

2.4 All bids will remain valid for 180 days from the date of submission.

2.5 The Ministry of AYUSH reserves the right to solicit additional information from Bidders individually and collectively. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

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

2.7 The Ministry of AYUSH also reserves the right to negotiate with the bidders placed as L1 bidder in the interest of the Government, subject to government rules and procedures in the matter.

2.8 The Ministry of AYUSH 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.

2.9 All information contained in the RFP document, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations / agencies.

2.10 The Agency selected will not use its name, logo or any other information/ publicity on content published on social media platforms of the Ministry of AYUSH.

2.11 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.

2.12 All material, art work used in management of Social Media Network will be property of the Ministry of AYUSH. Content shared online must be copyright protected.

2.13 All the real and virtual creations will be right of Ministry of AYUSH and Intellectual Property Rights (IPR) will vest with Ministry of AYUSH

2.14 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 Ministry of AYUSH.

2.15 Bidders in joint venture, consortiums are not eligible to apply.

2.16 Tenderer/Contractor are advised to follow “Instructions To Bidder for Online Bid Submission” provided in the Annexure 12.
3. ELIGIBILITY CONDITIONS

The Bidders should fulfil the following eligibility conditions for participating in the Tender/Request for Proposal (RFP). 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.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Broad Criteria</th>
<th>Basic Requirement</th>
<th>Specific Requirement</th>
<th>Documentary proof to be submitted</th>
</tr>
</thead>
</table>
| 1       | Registered in India & Indian Origin domain | Mandatory Registration & Indian Origin Domain, Proprietary Company, LLP | A) The bidder should be a reputed, reliable and well-established Partnership Firm/Registered Society or a Company registered under the Companies Act, 1956/2013 and should have been in the business of “Social Media Management & Digital Marketing” for more than 3 years  
B) Start-up organization with total annual turnover less than 25 Cr, incorporated for not more than 5 years as on date of proposal/bid submission.  
C) Micro & Small Enterprises | A) Documentary Proof (copy of incorporation Notary Attested)  
B) Certificate of incorporation and copy of DIPP approval or certificate Notary Attested.  
C) Copy of incorporation and MSEs certificate. Notary attested |
| 2       | Sole responsibility | Undertaking (Mandatory) | Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation. | Undertaking by authorised signatory on company letter head As per ANNEXURE 6 |
| 3       | Black listing /No conviction | Mandatory Certifications | 1. Bidders should not have been blacklisted by any of the State or Central Government or any organization.  
2. Should not have been found guilty of any criminal offence by any Court of law. | Duly signed & notary Attested Affidavit from the Bidder As per ANNEXURE 8 |
| 4       | Correct Information supplied in Bid | Undertaking (Mandatory) | Under taking by authorised signatory that the information submitted by them is correct and they will abide by the decision of Ministry of AYUSH. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred. | Undertaking (self-declaration on letter head) duly signed by Authorised signatory As per ANNEXURE 7 |
|   | Financial Worth | Turn over | A) The annual turnover of the agency in the area of Digital Marketing services including social media marketing services for 2016-17 and 2017-18 and 2018-19 respectively should be at least Rs. 1.5 Cr.  
B) For start-up organization annual turnover of the agency in the area of Digital Marketing services including social media marketing services for 2016-17 and 2017-18 and 2018-19 respectively should be at least Rs. 0.80 Cr.  
C) For MSEs The annual turnover of the agency in the area of Digital Marketing services including social media marketing services for 2016-17 and 2017-18 and 2018-19 respectively should be at least Rs. 1.5 Cr. | Balance Sheet (PL Statement), ITR copy of last three financial years. Notary attested Certificate in original from Company CA, certifying turnover and positive Net Worth As per ANNEXURE 9 |
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<tr>
<td></td>
<td>Tax details</td>
<td>Tax registration/clearance</td>
<td>The bidder should have registered for (i) Service Tax (ii) PAN (iii) GST</td>
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<td>Power of Attorney</td>
<td>Power of Attorney regarding Authorise Signatory</td>
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| 7 | **Experience & Clientele list** | a) **Work Experience in Social Media In-house production facility** | a) The agency must have an experience of at least 3 years in Social Media Network Management  
   b) The agency must have an in-house production facility for production and editing of contents in all forms.  
   c) Bidder has to submit their clientele list. A list of clients to whom similar items and services have been supplied/provided in the past 3 years should be furnished with particulars like name of the organization, items supplied, quantity of items supplied, name, address & phone number of contact person. Certificates from earlier clients for successful fulfilment of the project should be enclosed  
   d) Minimum five work orders in last three years, having  
      (i) four orders not less than 25 lakh  
      OR  
      (ii) Five work orders not less than 15 lakh  
   e) For start-ups & MSE minimum Five orders in last 3 years, having  
      (i) Three orders not less than 15 lakh  
      OR  
      (ii) Four orders not less than 10 lakh | Copy of work orders or satisfactory work completion certificates clearly mention order value and project period from served client along with client list pertaining to SOCIAL MEDIA related work  
Along with Self-certification on Letter Head by authorised signatory |
| 8 | **Management** | **Social Media Network** | a) The agency must have expertise of running social media campaigns on Twitter, Facebook, YouTube etc.  
   b) The agency should deploy three no. of key social media professionals on a daily basis in the Ministry of AYUSH Office for management of Social Media platform in English & Hindi of the Ministry of AYUSH and coordination purposes. | Undertaking for deployment of three no. Social media managers in the letter head. |
| Qualification of Manpower For deployment in Ministry of AYUSH | (a) Project Manager | a) A Post Graduate/ Graduate in any discipline with 5 years of experience and proven skills in Content Management for websites/social Media Account management and excellent skill in written & spoken English & Hindi, good working knowledge of MS Office/Excel, Social Media management tools/applications, ability to perform under deadlines in a process-oriented multi-task activities etc., and have at least 3 years of experience in social media management and content creation.  
(b) Bachelor Degree in any discipline with 3 years’ experience and proven skills in content writing in Hindi and English. In case he content writer is not proficient in Hindi, the agency should commit to provide support of Hindi translator as an when required.  
(c) Bachelor Degree in Fine Arts/Graphic Design or Diploma in Graphic design/Animation from a Recognized university / Professional Institutions with at least 3 years’ Experience in graphic design/online design, visualisation in multi-media activities in reputed organisation. At least 10 Team members who are permanent employees of the agency, having been on the payroll for a minimum of 3 years. | Attached Relevant Documents in Support of Qualification & experience.  
NOTE: Resources’ CVs as per ANNEXURE 10 |

Note: All the documents submitted in Technical bid must be in compliance to above table and other respective Annexures given in document
3.1 COMMERCIAL CONDITIONS

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

a) EARNEST MONEY & TENDER FEE
   (i) Each bidder is required to submit Rs. 2,00,000/- (Rupees Two lakhs only) as Earnest Money Deposit (EMD) in the form of Bank Draft / Demand Draft in favour of PAO MOHFW, New Delhi, payable at Delhi.
   (ii) EMD should be submitted before the last date for submitting Bid.
   (iii) Bid not accompanied with EMD shall summarily be rejected.
   (iv) No interest shall be payable by the Ministry of AYUSH for the sum deposited as Earnest Money Deposit.
   (v) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
   (vi) The EMD of the unsuccessful bidders would be returned after award of the contract. (EMD of the successful bidder shall be returned only after receiving the prescribed performance security)

b) PERFORMANCE SECURITY
   (i) Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value of job for one year in the form of the bank draft/demand draft or bank guarantee from a scheduled nationalised bank in favour of "PAO, Ministry of Health and Family Welfare" New Delhi, within 10 days of issue of letter for performance security. Performance Security will remain valid even after 60 days beyond the satisfactory completion of job.
   (ii) The successful bidder has to renew the bank guarantee/draft on same terms and conditions for the period up to 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 Ministry of AYUSH. If performance is satisfactory, Ministry of AYUSH may extend the contract upto two times, each for a period of 1 year on same terms & conditions, subject to review of performance on each occasion.

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

e) AMENDMENT OF TENDER DOCUMENT
At any time before the submission of bids, the Ministry of AYUSH 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 Ministry of AYUSH 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 Ministry of AYUSH’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 Ministry of AYUSH 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 Ministry of AYUSH 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 Ministry of AYUSH, 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 Ministry of AYUSH 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**

The payment will be released to the agency on quarterly basis on receipt of request, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the Ministry of AYUSH. No advance payment will be made. All payments shall be made in Indian Rupees.
4. PENALTY CLAUSE

(i) The detail Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the client. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the Client and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof.

(ii) 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 fulfil any of the contractual obligation, the Ministry of AYUSH may take a decision to cancel the contract with immediate effect and reserves the right to blacklist the agency. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

(iii) 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.

Termination of Contract:

The Ministry of AYUSH will have the right to terminate the contract at any time without assigning any reason thereof without any prior notice.

5. PREPARATION OF BID

All the bidders are requested to follow the instructions given below while submitting the bids.

6. TECHNICAL AND FINANCIAL BID

Bids should be submitted as per the standard guidelines of e-procurement in English Only.

6.1 The Technical bid should have the following:

(i) Compliance and documentary proof of all eligibility condition as mentioned in tender document should be uploaded on e-Procurement Portal.

(ii) All pages of the document submitted should be signed.

6.2 The Financial bid must contain the following:

(i) No price / rate variation / adjustment or any other escalation will be entertained.

(ii) The price quoted for Financial Bid format should not include the expenditure towards buying online advertisements on various websites and mailing services. These charges would be
paid by Ministry of AYUSH to the agency on actual basis on production of authentic bills. Agency should inform regarding such expenditure well in advance.

7. SIGNING OF BID

All pages of the document submitted should be signed. Original copies of documents uploaded shall be verified by the designated committee on the day of technical bid opening.

8. Pre-Bid Queries

MoA shall hold a pre-bid meeting as indicated at Critical Date sheet in Tender Document

Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by hardcopy only to R&I section of Ministry of AYUSH within stipulated time. The queries should necessarily be submitted in the format as per ANNEXURE 11

Note: MoA shall not be responsible for ensuring that they have received the bidders’ queries. Any requests for clarifications post the indicated date and time or in any other format may not be entertained

9. METHOD OF EVALUATION AND AWARDS OF CONTRACT

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

9.1 Evaluation of bids

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the Ministry of AYUSH on any matter related to its Technical and/or Financial bid. Any effort by the agencies to influence the Ministry of AYUSH 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.

9.2 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the qualification criteria. The qualification of the agency and the evaluation criteria for the technical bid shall be as defined in Annexure 3 Only Agencies obtaining a total score of 70 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of ‘T’ marks out of a total of 100 marks.

9.3 Method of Selection:

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below. The selection of the Agency for this project shall be done on lowest
quoted value or L1 basis. The commercial bids of the qualified bidders only shall be opened by
the committee on the notified date and time. Bids that are not substantially responsive are liable
to be disqualified at the committee’s discretion. The bidder, who has submitted the lowest
Commercial bid, shall be selected as the L1 and shall be called for award of the project and
signing of contract. The amount mentioned against Total Cost field column “D” in the
Commercial Bid Form in ANNEXURE 2 shall be considered for the commercial evaluation of the
qualified bidders.

The contract shall be awarded to the successful lowest Bidder by way of issuance of acceptance
letter by MoA by post/e-mail/hand delivery under acknowledgment and the bidder shall
immediately act upon such acceptance letter.

MoA reserves the right to accept or reject any or all the Bids without assigning any reason/notice
whatsoever and does not bind itself to accept the Lowest Bid or any Bid and reserves the right to
scrap the Bid enquiry at any stage without assigning any reasons and Corporation shall not be
liable for any costs and consequences thereof.

9.4 Negotiations:

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

9.5 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 Ministry of AYUSH.
d) Technical bids and financial bids will be opened, in the presence of Bidders’ representatives
   (One for each bidder), who wish to be present.

10. COMPETENT AUTHORITY’S RIGHT TO VARY ITEMS/ACTIVITIES AT THE
    TIME OF AWARD

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

11. ARBITRATION

(i) 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 Ministry of AYUSH 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.

(ii) 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.

(iii) 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.

12. LABOUR LAWS AND SAFETY MEASURES

(i) 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, consortium shall be liable for the same.

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

(iii) Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to consortium account.

13. 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.

14. INSURANCE AND MEDICAL FACILITIES

(i) It is the responsibility of the agencies to ensure 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. Ministry of AYUSH shall not be responsible for any such damages.

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

15. INDEMNIFICATION

(i) Consortium shall at times indemnify and keep indemnified Ministry of AYUSH against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.

(ii) Consortium shall at all times indemnify and keep indemnified Ministry of AYUSH against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.

(iii) Consortium shall at all times indemnify and keep indemnified Ministry of AYUSH against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, salaries, remuneration, compensation or the hike.
16. FORCE MAJEURE

(i) For the Purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of party.

(ii) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

(iii) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

(i) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 4 (Penalty Clause).

(ii) Cancel the contract or a portion thereof by serving prior notice to the Agency.

(iii) The Ministry of AYUSH 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 Ministry of AYUSH or take any other action as deemed necessary.

18. AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

The Ministry of AYUSH is committed to its ‘values & beliefs’ and business practices to ensure that Agency, who provides services, will also comply with these principles.

18.1 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.

18.2 Integrity, indemnity & limitation:

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the Ministry of AYUSH. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or
suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the Ministry of AYUSH. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the Ministry of AYUSH 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 Ministry of AYUSH on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.
SECTION II

SCOPE OF WORK / DELIVERABLE

1.1 INTRODUCTION

On behalf of Ministry of AYUSH, Government of India, sealed tenders are invited from credible professional agencies for management of social media platforms in English and Hindi for creating awareness about AYUSH and the services that are delivered under the schemes & programmes of the Ministry.

1.2 SCOPE OF WORK

General

A. Creation & Maintenance of Social Media Platforms for Ministry of AYUSH:
   (i) Creation and/or Maintenance of Official accounts/pages of the Ministry on Twitter, Facebook, YouTube and other social media platforms which may emerge in the future. The Agency shall create and subsequently maintain Social Media Platform for MoA including but not limited to, Facebook Page, Twitter Profile, YouTube Channel, Blogs and Instagram.
   (ii) Creation of relevant blogs and forums wherein the participation of targeted audience can be invoked.
   (iii) Develop important Web Pages as specified by the Ministry.
   (iv) Developing e-Books as specified by the Ministry.
   (v) New Look: Give all Social Media Platforms a new look every month (if required) by putting up new creative features, theme lines, links etc.
   (vi) Updates: Daily informative and promotional updates in the form of relevant text, pictures, audio, unique &interactive content, interviews, news, quiz, etc.
   (viii) Engage with users: Regularly organize online surveys, quizzes, contests on all platforms in consultation with the Ministry of AYUSH.
   (ix) Publicity: Publicize all festivals, cultural events, National and International event as such as International Yoga Day, Ayurveda Day, Homeopathy, Unani Day etc. suggested by the Ministry of AYUSH, using these social media platforms.
   (x) Query Management: All queries received on all platforms which need not require inputs from Ministry of AYUSH must be replied to within 24 hours and all queries which require a consultation with the Ministry of AYUSH should be answered within two working days.
   (xi) Gate Keeping: Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
   (xii) Media Tracking: Use a good industry standard monitoring tool for analyzing comments / remarks about Ministry of AYUSH in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
   (xiii) Tagging: Create relevant tagging & linkages of content on all platforms.
   (xiv) Copyright: Content shared online must be copyright protected and unauthorized use of this must be monitored.
Presentations: Prepare promotional presentations with multi-media content for the Ministry, as and when required.

Live Coverage of the Event: Perform live coverage of the event through Live Tweeting, Facebook Live & Live Webcasting (alongwith archival recordings) of the Event at various social media platforms of MoA. A maximum of 15 such events would be required to be covered live in a year.

Set up a complete social networking management system for the Ministry of AYUSH and manage the various social media platforms of Ministry of AYUSH in English and Hindi and deploying one Project manager, one Content Writer and one Graphic Designer with requisite qualifications & skill-set in Ministry of AYUSH office who can gather, collate, design, write contents and post contents on the social media websites under supervision of the Ministry of AYUSH.

Enhance audience engagement on all social Media channels through designing and implementing contests, campaigns & promotions, etc. for generating awareness of people on health issues, generate buzz about Ministry’s activities and engage citizens over Ministry’s initiatives.

Ensure through promotional activities that the viewership over social media site of the Ministry of AYUSH increases substantially and increase its reach preferably 15% per month from the date of start of operation.

Ensure that significant posts made by the public on the Ministry of AYUSH social networking site is monitored on a real time basis and is brought to the notice of the designated Ministry’s official through daily e-mail reports.

Round the clock running of Ministry of AYUSH’s entities on the agreed upon social media sites, updating, analysing social media trends, moderation and intervention as and when required.

Ensure that the quick response to these posts is provided on the social networking site under the supervision of the designated Ministry of AYUSH’s official. Prepare and upload a weekly bulletin on significant social media efforts in the Ministry of AYUSH as well as events/media reports etc. related to the issues dealt by the Ministry of AYUSH.

To provide training, skill up-gradation and capacity building of the officers of Ministry of AYUSH to handle social media sites through lecture, seminar, workshop, class room online teaching etc. To provide quality trainers (with quality content) for at least one training programme of upto 50 participants per months.

Should have credible contingency plan to effectively handle crisis and emergencies.

Any other works entrusted by Ministry of AYUSH for sensitizing student, AYUSH professionals and the public through social media Platform.

To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook etc.) is smooth and uninterrupted.

To do webcast (i.e Webcast URL and Short link, HD Quality Videos, etc.) and live streaming of events of the Ministry on all Social Media Platforms and provide archival recordings alongwith all requisite support for internet connectivity at the venue. Ministry will bear cost of internet connectivity on actual basis if any.

B. Creative designing and repackaging:
Creative content generation, recreate or convert the content and repack 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.

Repackaging of the content (videos and photographs) into suitable formats (video packages and others)

Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, and YouTube etc.

Above is to be done without any infringement of Intellectual Property Rights (IPR).

Quality writing skills to be ensured in such activities

C. Enhancing reach of content on Internet and social media sites:

Agency would be responsible for enhancement of the reach of the messages and other schemes of Government on various social media platforms through non-paid means so that the content would reach to the last mile on internet domain on real time basis. The agency should have capability to multiply the reach of content and promote content organically on various social media platforms.

The agency should be able to develop interesting and innovative content, campaigns, competitions, so as to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis.

D. Making the uploaded content viral / virility of content

Agency would be responsible to make the content appealing, with potential to go 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, following fair and legitimate methods.

E. Storage and submission of Content:

Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats, and submission of same in easily retainable format to the Ministry of AYUSH every quarter.

Availability of archive content should be for at least 180 days.

The Agency will submit the archived content to this Ministry within specified time in five copies of Compact Disc.

F. Advertisement:

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

G. Pre and Post establishment support

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

H. Manpower Requirement
(i) Three persons (Project Manager, Content Writer, Graphics Designer) shall be stationed in the Ministry of AYUSH for day to day coordination during working hours and also during the emergent exigencies. Even before and after the working hour or during weekend and holidays.

I. Performance Review

The agency will submit a suggested process of Performance Review on a quarterly basis before signing of contract. This will be appropriately and suitably amended (if required) by the Ministry and implemented.

J. Reporting:

(i) The agency must submit weekly, “Effectiveness Analysis and MIS Reports” to Ministry of AYUSH on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of AYUSH System on the Social Media Platforms and the results achieved.

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

K. 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.

L. Legal matter, including copy-right of content

Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues. The Ministry of AYUSH will not have any responsibility in this matter.

M. Amplification:

(i) Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Social Media Marketing activity across both Paid Media and Non-Paid Media avenues. Media planning & providing professional inputs for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of contract on themes / subjects to be decided in consultation with the Ministry of AYUSH.

(ii) Executing the digital campaigns based on the Social Media strategy and plan and undertaking activities like optimization of campaign, reporting etc.

N. Assistance to be provided by the Ministry of AYUSH would be as under:

(i) Provide the necessary information on events / festivals of importance to the Ministry of AYUSH, from time to time.

(ii) The AYUSH Grid/IEC Division of the Ministry of AYUSH will provide relevant (basic information/pictures/approvals) content as available from time to time.

(iii) Provide all the necessary information such as logo of Ministry / event / press releases issued for traditional media and updates etc.

(iv) Assist in obtaining any other permissions / information as required.
(v) All Intellectual Property displayed on these platforms shall belong to the Ministry of AYUSH exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with Ministry of AYUSH.
### Technical Bid Format

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>To be filled by the Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Bidder (Agency)</td>
<td></td>
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<tr>
<td>2.</td>
<td>Whether brief profile of the agency is enclosed (max 2-3- pages)</td>
<td></td>
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<tr>
<td>3.</td>
<td>Address of the Bidder (Agency)</td>
<td>Tel.  Fax.  Email ID</td>
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<tr>
<td>4.</td>
<td>Year of establishment</td>
<td></td>
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<td>5.</td>
<td>Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited/MSEs/Start-up)</td>
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<tr>
<td>6.</td>
<td>Number of employees in the agency as on 31st July, 2018.</td>
<td></td>
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<tr>
<td>7.</td>
<td>Registration Details: PAN No. (Copy to be enclosed)</td>
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<tr>
<td>8.</td>
<td>The agency must have expertise of running social media campaigns on Twitter and Facebook etc. (copies of contract/orders in support of Minimum 3 years and more should be attached)</td>
<td></td>
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<tr>
<td>9.</td>
<td>The agency must have in-house production facilities for production and editing of contents in all forms. (Details &amp; self-certification on letter head).</td>
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<tr>
<td>10.</td>
<td>Details of EMD (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Whether terms and conditions mentioned in the Tender document are acceptable (say 'Yes' or 'No') &amp; if yes, please enclose the self-declaration of acceptance on letter head.</td>
<td></td>
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<tr>
<td>12.</td>
<td>Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Name, Designation and address of the officer to whom all references shall be made regarding this Tender. (authorised Signatory as per POA)</td>
<td>Tel:   Mobile:</td>
</tr>
<tr>
<td></td>
<td>Tel:   Fax:   Email:</td>
<td></td>
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</tbody>
</table>
Apart from the above, all the requisite papers mentioned in the tender document are also uploaded. (Hardcopy has to be submitted along with EMD).

Authorized Signature [In full and initials]  Name & address and Title of Signatory

Date:  (Seal)
To  
The Purchase Committee for Social Media Tender  
Ministry of AYUSH  
AYUSH BHAWAN, B Block, GPO Complex,  
Near INA, New Delhi-110023  

Sir,  

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

<table>
<thead>
<tr>
<th>S No.</th>
<th>Description of Items</th>
<th>Cost per month (exclusive of taxes &amp; other charges) (in Rs.) (A)</th>
<th>Taxes &amp; Other charges (in Rs.) (B)</th>
<th>Total Cost per month inclusive Of all taxes &amp; other charges) (in Rs.) (C)</th>
<th>Total Cost for one Years (inclusive of all taxes &amp; other charges) (inRs.) (D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consolidated cost for services, solution, Maintenance of management/ Installation of tools/Applications as detailed under scope of work/deliverables in section II including Charges for deployment of Project Manager, Content Writer and Graphic Designer on full time basis with requisite qualifications &amp; skill-set in Ministry of AYUSH for one year relating to Social Media.</td>
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<td></td>
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</tbody>
</table>

Our bid shall be binding upon us up to period of validity as indicated in sub clause 2.5 of Section-1 General. We understand you are not bound to accept any bid you receive.

Date:  
Yours Sincerely,  
Authorized Signatory (In full and Initials)

Name and Title of the Signatory

Name & Address of firm  
Seal:
ANNEXURE 3

Technical Evaluation Criteria

The point system for evaluation of technical bid will be as under:-

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Social Media Management : Support different roles for creating posts, approving posts, and reviewing posts. Support monitoring of messages on twitter and Facebook. Social media management through tools.</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>The cumulative turnover of the agency in the area of Digital Marketing services including social media marketing for years 2016-2017, 2017-18 and 2018-19 should be at least Rs. 1.5 Cr.</td>
<td>10</td>
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<td></td>
<td>- Rs. 3.0 crore and above</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>- Rs.2 crores to 2.99 crores</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>- Rs. 1.5 crore to Rs. 1.99 crore</td>
<td>6</td>
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<td></td>
<td>- Rs 0.8 crore to 1.49 crore</td>
<td>4</td>
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<tr>
<td>3</td>
<td>Operational period as a ‘Social Media (Facebook, Twitter etc.) networking Agency’</td>
<td>15</td>
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<td></td>
<td>- 3 years to 5 years</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>- &gt;5 years</td>
<td>15</td>
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<tr>
<td>4</td>
<td>Power – Point Presentation on the methodology for this assignment with live demonstration</td>
<td>25</td>
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<tr>
<td></td>
<td>i. Vision about Social Media for AYUSH</td>
<td>5</td>
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<tr>
<td></td>
<td>ii. A detailed case study for reach of 3,00,00,000 for all Social Media platforms</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iii. Organization &amp; Staffing</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iv. Understanding of the Scope of Work</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>a) How to manage the various social media platform of MoA / work plan</td>
<td></td>
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<tr>
<td></td>
<td>b) Demonstration of working features described in “Scope of Work” in “Section II”</td>
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<tr>
<td></td>
<td>c) Previous success stories</td>
<td></td>
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<tr>
<td>5</td>
<td>Internet Ranking/Technical Specification</td>
<td>10</td>
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<tr>
<td></td>
<td>Social Media Management on agency owned/managed Facebook/twitter/Youtube</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- With &lt; 10,000 likes</td>
<td>2.5</td>
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<td></td>
<td>- With &gt;= 1,00,000 &amp;= 5,00,000 likes</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Social Media Management Agency with minimum 1,00,000 followers</td>
<td>2.5</td>
</tr>
<tr>
<td>6</td>
<td>Manpower</td>
<td>5</td>
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</tbody>
</table>

At least ‘X’ Team members who are permanent employees of the agency, having been on the payroll for a minimum of 3 years.

(i) For start-ups and MSE
- X >= 15
- X >= 10 ; X <= 14
- X >= 5 ; X <= 09

(ii) For others
- X >= 25
- X >= 15 ; X <= 24
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<tr>
<th></th>
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<tbody>
<tr>
<td>7</td>
<td><strong>No. of Clients serviced in last 3 years</strong></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>➢ Less than 100</td>
<td>0</td>
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<td></td>
<td>➢ &gt;=100 &amp; &lt; 250</td>
<td>2</td>
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<td>➢ &gt;=250 &amp; &lt;500</td>
<td>4</td>
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<td>➢ &gt;=500 &amp; &lt;=1000</td>
<td>5</td>
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<tr>
<td>8</td>
<td><strong>Social Media Training Experience (Number of trainees) in last 3 years</strong></td>
<td>5</td>
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<tr>
<td></td>
<td>➢ Less than 100</td>
<td>0</td>
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<tr>
<td></td>
<td>➢ &gt;=100 &amp; &lt; 250</td>
<td>2</td>
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<tr>
<td></td>
<td>➢ &gt;=250 &amp; &lt;500</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>➢ &gt;=500 &amp; &lt;=1000</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td><strong>No. of Social Media campaigns conducted in last 3 years</strong></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>➢ Less than 100</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>➢ &gt;=100 &amp; &lt; 250</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>➢ &gt;=250 &amp; &lt;500</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>➢ &gt;=500 &amp; &lt;=1000</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Overall</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
**ANNEXURE 4**

**Compliance Sheet for Technical Proposal**

The Technical proposal should comprise of the following basic requirements. Bidders are requested to go through tender document and corrigendums if issued by the Ministry for completeness of submission of proposal. Bidders are requested to prepare checklist of various documents submitted it alongwith EMD in hardcopy.

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter for Technical Proposal</td>
<td><strong>ANNEXURE 1</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Original Power of Attorney in the Name of the Authorized signatory as Per Annexure 5</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>3.</td>
<td>Documents required for All other criteria mentioned in clause 3 of section I “ELIGIBILITY CONDITIONS”</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>3.1</td>
<td>&lt;Requirement or document description&gt;&gt;</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>3.2</td>
<td>...........................................................................................................</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>3.n</td>
<td>...........................................................................................................</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>4.</td>
<td>Documents required for All other criteria mentioned in section “Technical Evaluation Criteria” <strong>ANNEXURE 3</strong></td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>4.1</td>
<td>&lt;Requirement or document description&gt;&gt;</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>4.2</td>
<td>...........................................................................................................</td>
<td></td>
<td>Yes/ No</td>
</tr>
<tr>
<td>4.n</td>
<td>...........................................................................................................</td>
<td></td>
<td>Yes/ No</td>
</tr>
</tbody>
</table>

**Note:** Please add rows where ever required. Do not change the format
ANNEXURE 5

Power of Attorney format regarding authorised signatory

Tender/RFP ref. No.
DATED:

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is issuing the power of Attorney)

Know all men by these presents, we ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of ........................................ and presently residing at........................................, who is presently employed with us and holding the position of ........................................, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “ENGAGEMENT OF SOCIAL NETWORK MANAGEMENT AGENCY” Project proposed or being developed for Ministry of AYUSH (the “Authority”) including but not limited to signing and submission of all applications, bids, consortium MOU (if applicable), power of attorney for other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ........................................, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ........................................ DAY OF........................................, 20......

For........................................

(Signature, name, designation and address)

Witnesses:
1.
2.

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Note: Copy of Board Resolution to be attached stating the powers of the executants to authorize the concerned person to whom this power of attorney is being issued.
Date:
To:

The Purchase Committee,
Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023

Subject: Undertaking for Total Responsibility
Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake the total responsibility for the defect free operation of the proposed solution as per the requirements specified in the RFP and its subsequent corrigenda.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:
Address:
Location:
Date:
Date:

To:

The Purchase Committee,
Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023

Subject: Undertaking for correct information supplied in submitted bid
Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

I/We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake that all the information and relevant document submitted as a part of Submitted proposal are true & correct to the best of my knowledge.

In case if any information or document or declaration is found to be incorrect of false during the bid management or even after award of work or during the contract period, the proposal/bid or letter of award shall stand null and void and we do agree that such incident may lead to forfeiture of EMD/PBG followed by termination of contract as per sole discretion of Ministry of AYUSH.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:
Address:
Location:
Date:
(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is signing the Affidavit)

AFFIDAVIT

I, __________________ age __________, S/o _______________________, resident of ______________________________ employed as ______________ with M/s __________________________ having office at ____________________ do solemnly affirm and declare as under:

1. I/We am/are authorised signatory for signing and submitting proposal/bid on behalf of M/s. <company name. Original Power of attorney is also submitted as per requirement of RFP Ref. no_______ Dt.______.
2. I/ We hereby declare that our Company ___________________ is having unblemished past record and is/was not declared blacklisted by any entity of Government of India / Government of Punjab / other State Government / Government Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during last 5 calendar years, as on date of submission of Bid.

We hereby also declare that we are not ineligible under any of the following clauses/conditions:

i. Service Providers who have been blacklisted or otherwise debarred by Ministry of AYUSH or any department of Central or State Government or any other Central / State Public Sector Undertaking shall be ineligible during the period of such blacklisting/debarment.

ii. Any Service Providers whose contract with the Ministry of AYUSH, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.

iii. Bidder whose EMD /or Security Deposit have been forfeited by the MoA or Central/State Govt. or any Central/State PSU/Statutory Corporation, during the last five years, for breach of any terms and conditions will be ineligible.

iv. If the proprietor /any of the partners of the firm/ executive member of cooperative /any of the Director of the Service Provider company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Service Provider will be ineligible.

v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, executive member of cooperative or as director of a company etc.) will render the Service Provider disqualified.

vi. Bidder is not blacklisted by GST authorities

DEPONENT

VERIFICATION:

Verified at ______________, this the ______ day of _________ 2018. That the contents in the above affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom.

DEPONENT

Attested by Notary Public
Certificate for Turnover and Net Worth from CA

Certified that M/s ________________________ having its Registered Office at ____________ has been having an annual turnover of not less than INR 1.5 Crores and net worth of.

The details are as under:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Total Turnover (INR Crore)</th>
<th>IEC Related Turnover (INR Crore)</th>
<th>Net Worth (INR Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2018-19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2017-18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2016-17</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This certificate is issued based on documentary evidences and Audited Accounts produced to me and copies of which are available with me that I shall be able to produce if directed or demanded by the Ministry of AYUSH. The certificate is true and correct to the best of my knowledge and belief.

Signature
Name of the Person
Designation Chartered Accountant
Name of the Firm
Registration No./ Membership No.
Address
Email address
Contact No.

Date:
Place:
# Curriculum Vitae (CV) format of Key Personnel

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the person</td>
</tr>
<tr>
<td>2.</td>
<td>Current Designation / Job Title</td>
</tr>
<tr>
<td>3.</td>
<td>Current job responsibilities</td>
</tr>
<tr>
<td>4.</td>
<td>Proposed Role in the Project</td>
</tr>
<tr>
<td>5.</td>
<td>Proposed Responsibilities in the Project</td>
</tr>
<tr>
<td>6.</td>
<td>Academic Qualifications:</td>
</tr>
<tr>
<td></td>
<td>• Degree</td>
</tr>
<tr>
<td></td>
<td>• Academic institution graduated from</td>
</tr>
<tr>
<td></td>
<td>• Year of graduation</td>
</tr>
<tr>
<td></td>
<td>• Specialization (if any)</td>
</tr>
<tr>
<td></td>
<td>• Key achievements and other relevant information (if any)</td>
</tr>
<tr>
<td>7.</td>
<td>Professional Certifications (if any)</td>
</tr>
<tr>
<td>8.</td>
<td>Total number of years of experience</td>
</tr>
<tr>
<td>9.</td>
<td>Number of years with the current company</td>
</tr>
<tr>
<td>10.</td>
<td>Summary of the Professional / Domain Experience</td>
</tr>
<tr>
<td>11.</td>
<td>Number of complete life cycle implementation carried out</td>
</tr>
<tr>
<td>12.</td>
<td>Proficient in languages (Against each language listed indicate if speak/read/write)</td>
</tr>
<tr>
<td></td>
<td>Language</td>
</tr>
<tr>
<td></td>
<td>English</td>
</tr>
<tr>
<td></td>
<td>Hindi</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)

Prior Professional Experience covering:

<table>
<thead>
<tr>
<th>Prior Professional Experience covering:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Organizations worked for in the past</td>
</tr>
<tr>
<td>o Organization name:</td>
</tr>
<tr>
<td>o Duration and dates of entry and exit:</td>
</tr>
<tr>
<td>o Key responsibilities:</td>
</tr>
<tr>
<td>(a).....</td>
</tr>
<tr>
<td>(b) .... &amp; more</td>
</tr>
<tr>
<td>• Prior project experience</td>
</tr>
<tr>
<td>o Project name:</td>
</tr>
<tr>
<td>o Client:</td>
</tr>
<tr>
<td>o Key project features in brief:</td>
</tr>
<tr>
<td>o Role:</td>
</tr>
<tr>
<td>o Responsibilities/ activities</td>
</tr>
<tr>
<td>o Duration of the project</td>
</tr>
</tbody>
</table>

NOTE: Please provide only relevant projects.

Signature
## Pre-BID Query Format

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Document Reference(s) (Section &amp; Page Number(s))</th>
<th>Content of RFP requiring clarification(s)</th>
<th>Points of Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

19. Bidders 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 “Online bidder Enrollment” on the CPP Portal which is free of charge.

20. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

21. Bidders 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.

22. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

23. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

24. Bidder 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.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders 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 bidders 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) Once the bidders 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 bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder 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.
PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please 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) Bidder, 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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) 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 bidders. Bidders can use “My Space” or “Other Important Documents” 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), 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.

9) 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.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) 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.

****

End of Document