



**Indian Institute of  
Corporate Affairs**  
*Partners in Knowledge. Governance. Transformation.*

**Notice Inviting e-RFP**

**for**

**Social Media Management, Digital Marketing, ORM (Online Reputation  
Management) & Creative Services**

**for**

**Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Govt. Of India**

**[e-RFP No. I-16011/1/2019-E-GOV](#)**

**[e-F. No. I-16011/1/2019-E-GOV ]**

Indian Institute of Corporate Affairs / भारतीय कारपोरेट कार्य संस्थान  
M/o Corporate Affairs / कॉर्पोरेट कार्य मंत्रालय  
Government of India / भारत सरकार

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Plot No. 6, 7 & 8, Sector – 5/प्लॉट नं. ६, ७, और ८, सेक्टर-५  
IMT, Manesar/आई एम टी, मानेसर  
Dist. – Gurgaon/जिला – गुड़गाँव,  
Haryana/हरियाणा  
PIN – 122052/पिन-१२२०५२

**Dated:** 16<sup>th</sup>, March, 2019  
**दिनांक:** १६, मार्च, २०१९

**REQUEST FOR PROPOSAL (RFP)**

Indian Institute of Corporate Affairs under Ministry of Corporate Affairs is inviting proposals to engage a professional agency as a “Social Media Management Agency” for managing the social media platforms for dissemination of information, online reputation management, creating awareness about brand IICA and online marketing of the various programs that are delivered by the Schools and Centres of the institute.

2. The complete details regarding scope of work, eligibility conditions, evaluation process, format for submission of technical and financial bids etc. is mentioned in this “Request for Proposal (RFP)” document.
3. Interested and eligible agencies, who are willing to meet the stated requirement, are requested to kindly submit their competitive bids/offers through e-procurement system of GOI on Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in).)
4. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the RFP document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard shall be final and binding.
5. All the prospective bidders are requested to read and understand the terms and conditions of the contract as detailed in the RFP document before submitting their bids, as no change or violation of the terms and conditions are permissible once the bid is accepted by this office.
6. The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP ([www.eprocure.gov.in](http://www.eprocure.gov.in).) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement system at [www.eprocure.gov.in](http://www.eprocure.gov.in).
7. The tender document can be previewed and downloaded from the Central Public Procurement Portal of Govt. of India at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as from the website of the organization ([www.iica.nic.in](http://www.iica.nic.in)) under “Tender” section, on the home page.

8. The deadline for submission of bid is 3:00 P.M. on 6<sup>th</sup> April, 2019.
9. For further details, bidders may contact Sh. Debarun Kalita, Head, IT Department at +91-(0124)-2640174 / +91-(0124)-2290203 or e-mail at [debarun.kalita@gov.in](mailto:debarun.kalita@gov.in)
10. The tenders will be opened on 8<sup>th</sup> April, 2019 at 3:00 PM. within the e-procurement module of Central Public Procurement Portal of Govt. of India at [www.eprocure.gov.in](http://www.eprocure.gov.in) .

Sd/-

**(D. Kalita)**

Tender Inviting Authority  
IICA, M/o Corporate Affairs  
Tel: 0124-2640174

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## SECTION I: GENERAL

Indian Institute of Corporate Affairs, M/o Corporate Affairs desires to engage a credible professional agency as a “Social Media Management & Digital Marketing Agency” to utilize the various popular social media platforms for effective dissemination of information about various programs being delivered by the Schools/Centres of IICA and creating awareness about the same along with a comprehensive and over arching brand management of IICA on the social media space including online reputation management (ORM) and associated creative services. **Specific focus has to initially assigned to the online self learning courses of the “Independent Director’s (ID) platform” and the “Graduate Insolvency Program (GIP)” being rolled and delivered by IICA.**

For this purpose, “Scope of Work” to be taken care of by the agency has been broadly spelt out in Section II of this RFP document.

The agency must have in-house production facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the agency. Agency must have proven and relevant expertise in these work areas. The entire data will also be required to be stored / archived efficiently and the agency shall bear the responsibility to provide it to IICA, as and when required. The agency must put in place effective and adequate mechanism and systems for ensuring and maintaining the backup, storage and recovery mechanism.

## 1. SCHEDULE OF INPORTANT INFORMATIONAND CRITICAL DATES

SL. NO.	HEAD	DESCRIPTION
1.	Tender Submission Mode	<ul style="list-style-type: none"> <li>The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP (<a href="http://e-procure.gov.in">e-procure.gov.in</a>) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</li> </ul>
2.	RFP publication on Central e-Procurement Portal	19 <sup>th</sup> , March, 2019
3.	Tender Document Availability	<ul style="list-style-type: none"> <li>The tender document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> as well as from the website of the organization (<a href="http://www.iica.nic.in">www.iica.nic.in</a> ) under “Tender” section, on the home page.</li> </ul>
4.	Bid Submission - Deadline	3:00 P.M. on 6 <sup>th</sup> , April, 2019
5.	Technical Bid Opening	3:00 P.M. on 8 <sup>th</sup> , April, 2019
6.	Venue (Bid Opening)	<ul style="list-style-type: none"> <li>The tenders will be opened at 3:00 P.M. on 8<sup>th</sup>, _April, 2019 within the e-procurement module of Central Public Procurement Portal of Govt. of India at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .</li> </ul>
7.	Presentation Shortlisted bidders by	TBD
		<ul style="list-style-type: none"> <li><b>Debarun Kalita</b> Head, IT Department Indian Institute of Corporate Affairs, Plot No. P 6,7,8</li> </ul>

8.	<b>Tender Inviting Authority</b>	<p>Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052</p> <p>Phone No. : +91-(0124)- 2290203 / +91-(0124)-2640174 Fax No. : +91-(0124)-2291036 Email : <a href="mailto:debarun.kalita@gov.in">debarun.kalita@gov.in</a> / <a href="mailto:sa-ica@gov.in">sa-ica@gov.in</a></p>
9.	<b>EMD</b>	<ul style="list-style-type: none"> <li>An earnest money (EMD) of Rs. 1,00,000/- (Rupees One Lakh) in the form of bank draft in favour of Indian Institute of Corporate Affairs, payable at New Delhi may be submitted in original through Speed Post/Courier/Registered Post/By hand to the tender inviting authority. The earnest money will be refunded to the unsuccessful tenders after finalization of the contract.</li> </ul>
10.	<b>EMD Submission</b>	<ul style="list-style-type: none"> <li>The EMD (in original), enclosed in a sealed envelope and duly addressed to the Tender Inviting Authority by name, should invariably reach the tender inviting authority by 3:00 P.M. on 6<sup>th</sup>, April, 2019 by all means.</li> </ul>
11.	<b>Performance Guarantee Bank</b>	<ul style="list-style-type: none"> <li>Successful bidder will have to deposit performance security money equivalent to 10% of the contract value (Purchase order value), in the shape of bank Guarantee/fixed Deposit for the period of contract. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the items supplied is not up to the mark.</li> </ul>

## **1.1 Procedure, Terms & Conditions**

- 1.1.1 The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.
  - 1.1.2 It is the responsibility of the Bidder to ensure that the bids are up loaded in time on central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the Central Public Procurement Portal. **Registered MSMEs are exempted from payment of EMD.**
  - 1.1.3 All bids must remain valid for 180 days from the last date of submission of bids.
  - 1.1.4 IICA reserves the right to solicit additional information from bidders.
  - 1.1.5 IICA reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the IICA.
  - 1.1.6 IICA also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the organization.
  - 1.1.7 IICA 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 Agency/Vigilance Cell.
  - 1.1.8 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/Agency.
  - 1.1.9 The Agency selected is not supposed to use its name, logo or any other information/ publicity on content published on social media platforms of IICA.
  - 1.1.10 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
  - 1.1.11 All material, art work used in management of Social Media Network will be property of the IICA. Content shared online must be copyright protected.
  - 1.1.12 All creative- physical as well as digital- will be property of IICA and its Intellectual Property Rights (IPR) will vest with IICA.
  - 1.1.13 The timeline/schedule of deliverables will be decided as and when the requirement /task activities arise. Bidder should complete the job/activities as and when asked by IICA.
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## 1.2 Eligibility Criteria

**The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence (through e-procurement system) to support the eligibility claim:**

- i. 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. The following documents may be submitted in support:
  - a. Copy of Certificate of Incorporation,
  - b. Copy of Memorandum & Articles of Association
- ii. The bidder should have an average turnover of Rs. 25 Lakhs or above during audited financial years 2015-16, 2016-17 and 2017-18 and submit the following:

Certification from a Chartered Accountant (CA) / firm of CAs certifying turnover in the financial years 2016-17, 2017-18 and 2018-19.

  - a. A copy of the audited annual accounts for these years.
  - b. Copy of Service Tax Registration Certificate.
  - c. Copy of PAN Card.
  - d. Copy of VAT Certificate.
  - e. Up-to-date Sales Tax Clearance Certificate/VAT registration certificate indicating also the TIN number of the firm.
- iii. Bidder has to submit their clientele list. A list of clients to whom similar items and services have been supplied/provided in the past two 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 must be enclosed.
- iv. The bidder should have executed (during last 3 years) at least one project for complete and comprehensive management of “Social Media Accounts, Digital Marketing, ORM, Brand imaging etc.” of minimum Work order value of INR 15,00,000/- or two projects of minimum Work Order value of INR 7,50,000/- each or three projects of minimum Work Order value of INR 5,00,000/- each. Detail of such projects along with certificates from the organizations for successful and satisfactory completion of project to be furnished.
- v. The bidder should not have been debarred or blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs. The bidder shall provide a certificate with the bid that the firm has not been debarred/ blacklisted for any reason for any period by any agency mentioned as above during last 5 years. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the bid/order, but may also warrant legal action. Bidder debarred/ blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State

University, Autonomous Body, State PSEs as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

- vi. The bidder should not be engaged or involved in any litigation in any of the Court(s) across India. An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarised shall be enclosed with the technical bid.

### **1.3 Commercial Terms & Conditions**

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

#### **a) Earnest Money Deposit (Registered MSMEs Exempted)**

- i. INR 1,00,000/- (Indian National Rupees One Lakh only) by way of demand draft/banker's cheque, in favour of Indian Institute of Corporate Affairs, payable at Delhi, to be submitted/deposited by hand or to be delivered by speed post service/registered post/private courier to Sh. D. Kalita, Head IT Department not later than the last date of submission of bid.
- ii. Name of the bidder must be written on the reverse side of the demand draft/banker's cheque.
- iii. **A scanned copy of the EMD is also to be compulsorily enclosed along with the technical bid when submitted in the e-procurement system of CPPP, GoI.**
- iv. Bid not accompanied by earnest money shall be outright rejected and bid shall not be considered further.
- v. **Exemption of EMD:**
  - a. Any bidder, who has exemption for deposits of bid security/EMD with tender being registered with DGS&D/NSIC, shall furnish documentary proof in this regard, indicating clearly that they are exempted for the items of the tender.
  - b. Firms registered with Directorate General of Supplies & Disposals and National Small Scale Industries Corporation may be exempted from payment of EMD if the product being quoted is actually manufactured by them and the same quoted product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. Firms are to submit a legible photocopy duly attested, of Registration Certification of the products manufactured and registered with DGS&D and NSIC for availing EMD exemption before opening of Techno-commercial Bids, otherwise tender submitted by them may not be considered.
- vi. The date of issue of EMD shall not be earlier than the date of issue of this tender notice.

**b) Performance Security/Bank Guarantee**

- i. The selected bidder shall be required to furnish a **Performance Bank Guarantee equivalent to 10% of the contract value (Purchase order value)** as per purchaser's prescribed proforma (**Annexure - X**), in the form of an unconditional and irrevocable bank guarantee (to be executed on Rs. 100 Non Judicial Paper) from a scheduled commercial bank / Nationalized bank in India other than Cooperative bank or Grameen bank, having net worth of at least Rs. 500 Crores and capital adequacy ratio of 9%, in favour of **"Indian Institute of Corporate Affairs, New Delhi"**.
- ii. Performance bank guarantee would be returned in original to successful bidder, only after successful execution of the work order in all its entirety and obligations and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the work order.
- iii. On submission of this performance guarantee and after successful and satisfactory execution of the work order, demand draft submitted towards EMD would be returned in original.
- iv. All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder.
- v. The bidder, who has caused and delivered the performance guarantee, shall not be entitled to put forth any accrued interests thereon.
- vi. Performance Bank Guarantee is to be executed and submitted in favour of 'Head, IT Department, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India, IMT, Manesar, District – Gurugram, Haryana' within ten days of issue of work order.
- vii. The initial performance security shall be valid for a period of one year from the date of completion of all commitments as entailed in the work order.
- viii. The performance guarantee shall be denominated in Indian rupees and shall be a bank guarantee in favour of IICA, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.
- ix. The successful bidder has to renew the bank guarantee on same terms and conditions for a period of up to two months after completion of the initial 1 year period, if required by IICA.
- x. The PBG must be submitted after award of tender within a period of maximum 20 days from the date of written notification of award of tender to the bidder, using the performance security format as entailed in **Annexure – X**, herein.
- xi. The proceeds of the performance security shall be payable to IICA as compensation for any loss resulting from the bidder's failure to complete its obligations under this bid. IICA shall notify the bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the bidder is in default.

- xii. The performance security shall be discharged by IICA and returned to the bidder within 60 days from the date of final certificate, certifying the fulfilment of the performance obligations under this bid.
- xiii. The bidder shall furnish amendment to the performance guarantee, if required, within 15 days of notification.

**c) Period of Contract**

The contract will be initially for a period of one (1) year subject to the satisfaction of IICA. If performance is considered satisfactory by IICA, it may extend the contract period for further one (1) year on the same terms & conditions.

**d) Prices**

- i. The bidder is required to quote the total annual price for services as detailed in the scope of work/ deliverables under section II of the RFP document. The total price quoted shall be inclusive of all applicable charges.
- ii. The agency has to ensure that the total price quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period of one year.
- iii. No increase in the prices would be allowed during the contract period.

**(e) Amendment of RFP**

- i. At any time prior to the deadline for submission of bids, IICA, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s) by way of issuing an addendum/corrigendum in writing or by announcing it through its website.
- ii. The addendum/corrigendum shall be binding on all the Agencies.
- iii. Any amendment(s)/modification(s) shall be uploaded and published on the e-procurement system of Central Public Procurement Portal of GoI as well as on IICA's website [www.iica.in](http://www.iica.in), and these will be binding on the prospective bidders.
- iv. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, IICA, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the e-procurement system of Central Public Procurement Portal of GoI as well as in IICA's website.
- v. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on the e-procurement system of Central Public Procurement Portal of GoI as well as on the IICA's website, with respect to the bid shall rest solely with the bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective bidders.

(f) **Conflict of Interest**

- i. The Agency is required to provide professional, objective and impartial advice and at all times hold the IICA'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, agency and any of its affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:
  - a) **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.
  - b) **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.
  - c) **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the IICA 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 IICA throughout the selection process and the execution of the Contract.

The Agency has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of IICA, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to IICA, immediately. If the Agency fails to disclose such situations and if the IICA 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 Terms**

- i. The payment will be released to the agency on quarterly basis on receipt of invoice, 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 IICA. No advance payment will be made. All payments shall be made in Indian Rupees.
- ii. Payment will be released on quarterly basis on fulfilment of successful quarterly commitments. Agency should submit quarterly bills with clear indication of quarterly achievement.

#### **1.4 Penalty Clause**

- 1.4.1 The detailed 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 IICA. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the IICA, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the IICA, together with a detailed inventory thereof.
- 1.4.2 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 obligations, the IICA may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- 1.4.3 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% per week delay or part thereof, 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.
- 1.4.4 IICA will have the right to cancel the contract at any time without assigning any reason thereof.

#### **1.5 Preparation of Bid**

All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal i.e. on [www.eprocure.gov.in](http://www.eprocure.gov.in)

1. The language of the documentation & details in the bids must be in standard official Indian English.
2. Bidders shall not be permitted to withdraw their offer after submission of their bids. Conditional bids shall not be accepted. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security / EMD shall be forfeited.
3. All erasures and alterations made while filling the tender must be attested by initials of the bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rule or conditions after the opening of the tender will be entertained.

4. The BID submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
5. The bidder is required to furnish the information as sought in Annexure(s), entailed in the e-RFP document, failing which the bid shall be summarily rejected.
6. The complete tender document and all other required enclosures / documents / Annexure(s) should be signed on each page by the Authorized Person / Signatory and be submitted accordingly, failing which the bid shall be summarily rejected. Each page of the tender documents is required to be signed by the authorized person or persons submitting the tender in token of his / their having acquainted himself/ themselves with the terms & conditions of the contract as stipulated.

#### **1.5.1 Technical and Financial Bids**

**a) The technical bid should have the following:-**

- i. Forwarding letter as per Annexure I on the bidding organization's printed letterhead.
- ii. The bidder shall submit all documents as prescribed in Annexure II of the RFP document. All these documents should be properly referenced and numbered.
- iii. Compliance and documentary proof of eligibility condition have to be provided as spelt out in clause 1.2 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
- iv. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as "not found".
- v. A point to point compliance and self-declaration for acceptance of terms and conditions of tender document has to be submitted as per Annexure V of RFP.
- vi. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation has to be provided.
- vii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of IICA has to be provided In case the information submitted by the agency is found to be false and / or incorrect in any manner, the agency can be suspended and / or debarred.
- viii. The technical bid must compulsorily have the following specific documents:
  - a. Copy of Certificate of Incorporation, if any.
  - b. Copy of memorandum & articles of association (if applicable).
  - c. Copy of Certificate of Value Added Tax/Central Sales Tax/Local Sales Tax Registration No.

- d. Copy of Certificate of Service Tax Registration.
- e. Copy of PAN Card.
- f. Copy of the last audited balance sheet of the company.
- g. Income tax registration details.
- h. Technical details of the services offered.
- i. Statement of deviation from the technical specifications.
- j. Copies of relevant work orders.
- k. Certificate of Registration of firm
- l. An undertaking stating that no legal suit/criminal case/litigation of any form is pending against its partners/ proprietor. An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarised shall be enclosed and submitted along with the technical bid.
- m. An undertaking stating that the bidding agency has not been blacklisted or terminated or debarred by any Govt/Authority/Department. An affidavit to that effect on Non-Judicial stamp paper of 50/- duly notarised shall be enclosed and submitted along with the technical bid.
- n. The firm has to give a self declaration that the terms and conditions, as indicated in the tender document, are acceptable to the firm.
- o. As a token of acceptance and having understood/agreed to the terms and conditions as specified in the tender document, duly signed tender document by an authorized signatory along with the seal of the firm, in original.

**b) The Financial bid must contain the following:**

- i. Financial Bid is to be submitted in prescribed format i.e. the BOQ uploaded along with the RFP.
- ii. While submitting the Financial Proposal, the firm shall ensure the following:
  - a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
  - b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the price shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.



- c. The rates must be quoted should be clear in all respects and typed as per Proforma, prescribed herein. No addition/alternation/overwriting is permissible. Handwritten bids shall not be accepted.
  - d. All the cells/boxes of the "Financial Bid Proforma" shall be duly filled. In case the bidder doesn't want to quote for a particular item (s), it should be mentioned 'NIL' clearly.
  - e. Percentage rate of Value Added Tax / Central Sales Tax / Local Sales Tax, Octroi, freight and forwarding charges, handling charges, loading/unloading charges, and any other tax / charge as applicable should be clearly mentioned.
  - f. The Financial Bid/rates should have the stamp in original of the firm and signed by the bidder or his authorized signatory on each page.
  - g. The rates quoted should be excluding of all taxes. The taxes should be indicated separately.
  - h. The bidder should quote only one rate for any particular service for which the bidder is capable of supplying as per the specification mentioned.
  - i. The rate shall be valid for a minimum period of one year with effect from the date of award contract. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
  - j. Any discount being offered by the bidder should be mentioned clearly on first page of the financial bid.
  - k. The bidder shall submit only one financial bid as per the prescribed pro forma.
  - l. Financial bid of firms will not be considered if their technical bid does not contain documents as stipulated and prescribed in the tender notice.
  - m. Rates should be inclusive of delivery charges and should be quoted according to the given item specifications. The bid to be inclusive of transportation cost (if any), lodging/ boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and no extra amount would be payable under any circumstances and should cover entire scope of work.
  - n. The rates quoted in the financial bid should be exclusive of all applicable taxes, duties, levies and expenses payable to any party or government. All applicable taxes, duties, levies and expenses payable to any party or government with detail of tax component, should be indicated in the respective cell, against the quoted ITEM, as entailed and elaborated in the "Financial Bid Proforma", furnished herein.
- iii. It is further clarified that in no case the agency so appointed, will be entitled to payment beyond the fee quoted in the financial bid.
  - iv. The bid is to be submitted in prescribed format on bidder's business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by IICA. Details/supporting documents wherever applicable, if attached with the bid should be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.
  - v. **IICA shall not be bound by any printed conditions or provisions in the Bidder's Bid.**
  - vi. The seal of the company must be affixed on all pages of the technical and commercial bid.

- vii. All papers comprising the bid must be serially numbered. The page number/s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place.
- viii. Any deviation of any sort shall be categorically mentioned and specifically indicated in the submitted bid.
- ix. Silence or use of the word "Noted" against any of the bid conditions, as outlined in the tender document, shall be construed as acceptance of the same.
- x. The Bidder shall submit only one financial option as per the prescribed format.
- xi. The contract shall be for the full quantity as described in the tender. Corrections, if any, shall be made by crossing out, initialling, dating and re-writing.
- xii. All duties, taxes and other levies payable by the vendor shall be included in the total price.
- xiii. The prices should be quoted in Indian Rupees only.

## **1.6 Signing of Bid**

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the Bidder or a person duly authorized to sign the Contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

## **1.7 Method of Evaluation & Award of Contract**

**1.7.1** Prior to evaluation of Proposals, the IICA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) it is received in the specified format;
- b) it is received by the due date including any extension thereof;
- c) it contains all the information (complete in all respects) as requested in the RFP;
- d) it does not contain any condition or qualification;
- e) it has deposited Rs. 1,00,000/- (Rupees One Lakh Only) as Earnest Money Deposit (EMD)

The IICA reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the IICA in respect of such Proposals.

### 1.7.2 Evaluation of bids:

- a) Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.
- b) From the time the bids are opened to the time the contract is awarded, the Agency should not contact the IICA on any matter related to its Technical and/ or Financial bid.
- c) Any effort by the Agency to influence the IICA in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid.
- d) Bid/tenders without a valid bid security in the prescribed format will be rejected.
- e) Vague, conditional, incomplete and bids received after the last date shall be out rightly rejected.
- f) Bid/tenders not meeting eligibility requirements as specified will be rejected.
- g) Only those bid/tenders meeting eligibility requirements as per specification in bid/tender document will be further evaluated.
- h) IICA may ask bidder(s) for additional information, visit to bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in bid/tender documentation.
- i) The financial bid will be strictly as per the prescribed format. Only the price quoted in the financial bid will be considered. Any conditions / terms and conditions inserted in the financial bid will be ignored.
- j) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and IICA shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.
- k) From the time the bid is opened to the time the tender is awarded, the bidders should not contact IICA on any matter related to its qualification, technical and/or financial Proposal.
- l) Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration. Any effort by bidders to influence IICA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bid.

- m) **The “Tender Evaluation Committee (TEC)” constituted for the purpose reserves the right to accept or reject any or all the bids or negotiate on any of the tender conditions/ items and to annul the bidding process and reject all the bids at any time prior to placement of order without assigning any reason thereto and without any obligation to inform the affected bidders.**
- n) The TEC reserves the right to assess the capacity / capability of the suppliers in the overall interest of the Institute without assigning any reason.
- o) Bid without all the necessary supporting documents, as sought herein, shall be rejected.
- p) Bid without a valid “Power of Attorney/ Authorization” for signing of bid will be rejected.
- q) IICA shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the technical bid and on the basis of such credentials, IICA may reject the candidature of the bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Bidder. The financial bid of only those bidders who qualify in the technical scrutiny shall be opened.
- r) IICA will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as below:

**(i) Stage – I (Technical Evaluation):**

IICA shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.

**(ii) Stage – II (Financial Evaluation):**

The Financial bids of only those firms which qualify technically shall be opened on a convenient date as decided by the Tender Inviting Authority. The eligible firms shall be informed in this regard.

### 1.7.3 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in Para 1.2 of RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in **Annexure IV** of the RFP.

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

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

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

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

Where,

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

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

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

### 1.7.4 Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weight age of 70% on the basis of criteria for evaluation. The price bids of only those Agencies which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weight age of 30%. For working out the combined score, the IICA will use the following formula:

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

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

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

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

C:  $100/110 \times 100 = 91$  points

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

Bid A:  $75 \times 0.7 + 83 \times 0.3 = 77.4$

Bid B:  $80 \times 0.7 + 100 \times 0.3 = 86$

Bid C:  $90 \times 0.7 + 91 \times 0.3 = 90.3$

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

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

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

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

## **1.9 Labour Laws & Safety Measures**

- a. Agency 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, agency shall be liable for the same.
- b. Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act. IICA shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.
- c. Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during the period of contract period, it shall be sole responsibility of the agency and Ministry shall not be held responsible for the same.

### **1.10 Applicable Law & Jurisdiction**

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

### **1.11 Insurance & Medical**

- a. It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. IICA shall not be responsible for any such damages.
- b. Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Agency.

### **1.12 Indemnification**

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

### **1.13 Force Majeure**

- a) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the party.
- b) The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.

- c) If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

#### **1.14 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 IICA may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:-

1.14.1 Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).

1.14.2 Cancel the contract or a portion thereof by serving prior notice of one month to the Agency.

1.14.3 The IICA 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 IICA or take any other action as deemed necessary.

#### **1.15 Agency Code of Conduct & Business Ethics**

##### **a. Bribery and corruption:**

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

##### **b. Integrity, indemnity & limitation:**

Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the IICA. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the IICA. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the IICA 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 IICA 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.



### **1.16 Bid Validity**

1. Bid shall remain valid for a period of 120 days, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, IICA may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

### **1.17 Clarification of Bids**

To assist the examination, evaluation, assessment and comparison of the submitted bids, Tender Inviting Authority may constitute a Technical Evaluation Committee and may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

### **1.18 Taxes and Duties**

Bidder awarded the tender shall be responsible for all taxes, duties, license, fees etc. incurred until delivery of the items/equipment to IICA. No tax or duty shall be payable by IICA unless specified by the bidder in the price bid.

### **1.19 Award of Tender**

IICA will award the tender to successful bidder whose bid/tender has been determined to be responsive and has been determined to be most competitive, provided further that the bidder is determined to be qualified to perform the project satisfactorily. **IICA shall however not bind itself to accept the lowest or any bid/tender and reserves the right to accept any bid/tender wholly or in part.**

### **1.20 Right to Vary Quantities, Quantum/Scope of Work**

IICA reserves the right to increase or decrease, on need base basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.

1. IICA reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.
2. IICA shall have the right to increase the Quantum/Scope of Work by up to 50% of the total requirement or decrease up to 100%, without any change in the unit price or other terms and conditions at the same time of award of contract or during the operation of contract.
3. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing vendor, IICA reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of letter of intent at

the same rate or a rate negotiated (downwardly) for the additional sites with the existing vendors considering the responsibility of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

4. IICA reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close/cancel/withdraw the tender without assigning any reason whatsoever.

#### **1.21 Right to reject any or All Bid/tenders**

IICA reserves the right to reject any Bid/tender, and to cancel the Bidding process and reject all bid/tenders at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

#### **1.22 Notification of Successful Bidder and Acceptance by Successful Bidder**

1. Prior to expiration of the period of bid validity, IICA will notify the successful bidder in writing that its bid has been accepted by issuance of Letter of Intent (LOI) / Work Order (WO) / Supply Order (SO).
2. Within 3 (Three) days of receipt of such intimation or within 5 days from the date of issue of the Letter of intent (LOI)/Award of Contract (AOC)/ Work Order, the successful bidder shall indicate in writing to the "Tender Inviting authority", eliciting its acceptance of the work order.
3. Within 3 (Three) days of receipt of such intimation, the successful bidder shall execute the order, as per terms and conditions stipulated therein and in the e-RFP document.
4. Within 10 (Ten) days of successful execution of the work order or within 20 days from the date of issue of Work Order (whichever is earlier), the successful bidder shall submit Performance Bank Guarantee (PBG) to IICA.

#### **1.23 Disqualification / Annulment of Contract.**

IICA, may at its own sole discretion, at any time during the tender process, disqualify any bidder from the process, if:

1. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
2. The bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.
3. The bid/tender is not accompanied by required documentation. The bidder failed to provide clarifications related thereto, when sought.

4. Information which would have entitled IICA to reject or disqualify the bid/tender becomes known after the Bidder has been qualified; IICA reserves the right to reject the Bidder at that time or at any time after such information becomes known.
5. The bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process.
6. IICA reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
8. Failure of the successful bidder to comply with the requirements of any or all Clause(s) as mentioned in the Tender Document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event IICA may make the award to any other bidder at the discretion of IICA or call for new bids.
9. While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of the following clauses shall result in outright rejection of the bid.

- a. The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed and mentioned above.
- b. If clause-by-clause compliance and deviation Statements as prescribed are not given; the bid will be rejected at the stage of Primary evaluation. In case of no deviations, a statement to that effect must be given.
- c. Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- d. Prices are not filled in as prescribed in price Schedule.
- e. Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

#### **1.24 Inspection & Tests**

The IICA's representative shall have the right to inspect the premises of the prospective bidders' facility.

### **1.25 Other Conditions**

1. The Bidder shall furnish the information in standard official Indian English.
2. The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid.
3. The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required.

### **1.26 Set-Off**

Any sum of money due and payable to bidder (including security deposit refundable to it) under this contract may be appropriated by the purchaser or the IICA or any other person or persons contracting through the IICA and set off the same against any claim of IICA or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by bidder with IICA or such other person or persons contracting through the IICA.

### **1.27 Notice**

Any notice given by one party to the other pursuant to this bid/tender shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or bid/tender/tendered or affixed at a conspicuous place whichever is earlier.

### **1.28 Default and Termination**

IICA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the Contract for services in whole or in parts:

1. If the Supplier fails to deliver either the whole or part of the services.
2. If the Supplier fails to perform any other obligation(s) and,
3. If the Supplier, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as IICA may authorize in writing) after receipt of the default notice from IICA.
4. On a notice period of 60 days.

All data /reports collected by the Bidder shall be returned to IICA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to IICA.

### **1.29 Termination for Insolvency**

IICA may at any time terminate the Contract by giving 30 (thirty) days written notice to the bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to IICA.

### **1.30 Resolution of Disputes**

All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.

1. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other party in writing.
2. The place of the arbitration shall be New Delhi, India.
3. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
4. The proceedings of arbitration shall be in standard official Indian English language.
5. Informal Dispute Resolution: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
6. Formal Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

### **1.31 Intellectual Property Rights**

1. Prior to the commencement of each project, "BIDDER/SERVICE PROVIDER/CONTRACTOR" shall specify the ownership held by "BIDDER/SERVICE PROVIDER/CONTRACTOR" or any third party, of the material used or to be used in the deliverables and services. "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants IICA right to use over such rights to the extent they are incorporated in the deliverables and services.
2. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants to IICA an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.

3. IICA shall not take any action that jeopardizes such proprietary rights of “BIDDER/SERVICE PROVIDER/CONTRACTOR” or acquire any right to any work produced by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement.

### **1.32 Mergers & Acquisitions**

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

### **1.33 Governing Language**

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

### **1.34 Changes in Law**

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in IICA wished to do so.

### **1.35 Disclaimer**

All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the IICA about the future plans if any are only broad indicators and are subject to change without any notice. There is no commitment or obligation, whatsoever on the part of the issuer of this document, or officials associated, regarding the implementation of this or any future plans. Any assumptions made by Bidders, on the basis of information shared herein, will be at their own risk and responsibility.

## SECTION II

### SCOPE OF WORK / DELIVERABLE

#### 1.1 INTRODUCTION

The professional agency engaged for the work shall manage the official accounts of IICA on the various popular social media platforms for effective dissemination of information, online reputation management, creating awareness about brand IICA and online marketing of the various programs that are delivered by the Schools and Centres of the institute. The agency has to put specific focus on driving the “Online Certificate Courses” being delivered by the Centre for Independent Directors and the GIP Course being rolled out by the Centre for Insolvency & Bankruptcy on the entire Social Media spectrum resulting in massive awareness about the same amongst the indented target fraternities for both the courses.

#### 1.2 SCOPE OF WORK

- A. Scope of Work (Overview):
- i. Devise a strategy for the digital launch and promotion of the Graduate Insolvency Programme (GIP) , Independent Directors Course and other courses of the Indian Institute of Corporate Affairs (IICA)
  - ii. Social media management, digital strategy, online content creation, community management, online reputation management and performance marketing (paid campaigns and target driven advertisements) for GIP, Independent Directors Course and other courses of IICA
  - iii. Set up, monitor and manage paid promotions to increase programme awareness and lead generation, achieving set conversions in consultation with IICA
  - iv. Strategize, set up, manage and execute channel-wise strategy for the key social media platforms LinkedIn, Facebook, Twitter, Instagram and YouTube for GIP, Independent Director’s Course and other courses of IICA
  - v. **Develop a launch plan for GIP on social media channels so as to create awareness and drive traffic to the website, leading to registrations and admissions.**
  - vi. **Develop a launch plan for ID Platform self learning courses being rolled out by IICA on social media channels so as to create awareness and drive traffic to the website, leading to registrations and admissions.**
  - vii. Create a strategy to improve and manage the social media platforms of IICA on a monthly basis
  - viii. Create a launch plan, share proactive suggestions to amplify all campaigns, courses and training programmes organized and managed by IICA for the year
  - ix. Collaborate, brainstorm and actively participate in strategy discussions with the in-house team to understand and receive briefs, ideate on new approaches and devise plans for brand building
  - x. Consistently observe, improvise and implement basis weekly, fortnightly and monthly reports for all deliverables agreed upon during the association. Share regular reports with insights, best practices and suggestions for improvement for regular brand growth
  - xi. To obtain approval of IICA in respect of the execution of the work awarded.

B. Scope of Work (Detailed):

i. **Communications and Media Outreach Strategy**

- a. Design a communications strategy plan that builds on the strategic priorities of IICA
- b. Conceptualize and develop media and promotional strategy and suggest tools to execute the same
- c. Strengthen online profile and presence of IICA
- d. Create a strong voice with influencers to endorse the work undertaken by IICA
- e. Organize interviews for senior officials and Faculties with leading publications and news channels nationally on the topics of “Corporate Affairs” discipline with the intent to make IICA prominently visible on the Social Media and other space.
- f. Manage media relations and networks and improving their interaction with the IICA
- g. Highlight key news on investment intents, announcements and approvals across all priority markets
- h. Facilitate national media partnerships/ alliances and manage crisis situations in times of need

ii. **Social Media**

- a. Creation and Maintenance of IICA’s Accounts/Handles/Channels on Twitter, Facebook, YouTube, Instagram, LinkedIn, Google Plus etc... and at most 3 social media platforms which may emerge within the contract period.
- b. Creation of relevant blog spot and forums wherein the participation of targeted audience can be invoked.
- c. New Look, Updates and Engage with users
  1. Give all IICA’s Social Media Platforms a new look every week by putting up new creatives in line with overall theme/strategy approved by Ministry, for the period of engagement.
  2. Daily informative and promotional updates (at least three updates on Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests and others on all the social media platforms in consultation with IICA.
  3. Publicize and market all training programs being conducted or proposed to be conducted on all the social media platforms with the intent to ensure maximum publicity and thereby garner adequate participation of trainees.
  4. Create relevant tagging & linkages of content on the all platforms.



d. Query Management, Media Tracking and Reporting

1. All the queries received on the all platforms must be replied to and addressed within 24 working hours in consultation with IICA.
2. Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
3. Use a good industry standard monitoring tool (like Hoot suite, Buffer, Local Response, Brandwatch, 33Across or similar monitoring tool) for analyzing comments / remarks about IICA in various online media like e-newspapers, e-magazines, blogs, social media platforms at national & international level.
4. The agency must submit weekly "Effectiveness Analysis Report" to IICA on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of IICA"s on the Social Media Platforms and the results achieved.

The components of the report would include:

1. Social presence analysis
  - Social channel analysis (only IICA"s)
  - Content Analysis of the most engaging type of post which led to success on brand page
  - Engaging Post Social Page Analysis
2. Buzz Report
  - Share of voice
  - Source Analysis
  - Trend analysis
  - Topic analysis
  - Sentiment & Perception analysis
3. Influencer Report
  - Influencers Identified
  - Influencers Score
  - Influencers Reached
  - Amplification by Influencers
4. Providing feedback on best practices in marketing and promotion in countries across the world on Social Media as and when required by the Ministry.

e. Online Amplification and Social Media Campaigns

1. Providing amplification of Digital Marketing Communication and messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on Digital and Mobile campaign.
2. Conceptualize, design and execute at least two digital campaigns and three innovative strategies on the basis of overall IICA"s social media plan.

f. Key Influencer Program

Conceptualizing, planning and executing a “Key Influencer Program” on all IICA’s Social Media platforms. The Influencer program will aim at engaging top 100 influencers in the corporate world and corporate fraternity and will also focus on blogs & forums and other social channels. The program will need to generate content for social channels and blogs, web listings, directory submissions etc... and spread awareness about IICA’s Social Media campaigns.

g. Social Media Monitoring Program

Planning and executing a “Social Media Monitoring Program” on all IICA’s Social Media platforms. The program will undertake monitoring across 150-200 keywords primarily in the markets of all over the world and will also create and manage a Monitoring platform which will be both predictive and reactive in approach. The key Languages to be monitored will be Hindi and English.

h. Miscellaneous work

Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign.

**Note: If required, one or two social media experts are to be deployed on site at the premises of IICA.** They would have the requisite skill sets (as mentioned in S.No. 22 of Annexure II) to gather, collate, design, write contents and post contents on the social media websites under supervision of the IICA. They would be on site during office hours but remain available 24x7. Emphasis will be on good creative team having expertise in Infographic and content writing.

iii. **Creative designing and repackaging:**

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

iv. **Making the uploaded content viral / virility of content**

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

**v. Storage of Content:**

- a. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats.
- b. Availability of archive content should be for at least 180 days.
- c. The Agency will submit the archived content to this Ministry within specified time in five copies of Compact Disc.
- d. Creatives/Photos Bank- Creatives/Photos with cataloguing needs to be developed consisting of at least 100+ Creatives/Photos of high quality and high resolution aesthetic work of relevant activities and events.

**vi. Pre and Post establishment support**

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

**vii. Manpower Requirement**

- a. The two social media experts should have the requisite qualifications & experience (as mentioned in S.No. 22 of Annexure II) and will be responsible for managing Social Media Platform/Accounts of IICA. In addition they would be responsible for creation of Graphic design, online design, and visualization of Social Media platform of IICA.
- b. Two persons with above competency shall be stationed in the IICA for day to day coordination during working hours and also during the emergent exigencies outside the working hours.

**viii. Performance Review**

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

**ix. Reporting**

The agency should suggest the number of reports eliciting periodicity, format and content of such report which should help the management of IICA to know the exact position of the efforts undertaken.

**x. 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.

**xi. Schedule of Activities**

Activities	Parameters	Frequency
Strategy	Ideation, strategy & execution plan to launch Graduate Insolvency Programme (GIP) on social media and manage and improve the social media accounts of Indian Institute of Corporate Affairs (IICA). Devise a launch strategy plan for GIP to drive awareness and conversions	Monthly (Initial focus on GIP)
	Activate social media channels for organic and paid interactions on LinkedIn, Twitter, Facebook, YouTube and Instagram for GIP and IICA	
	Management and End to end execution basis the timelines agreed upon for all the campaigns, content and strategy	Ongoing
	Develop themes and content buckets across different platforms	Monthly
	Increase fan / follower base across different platforms through Organic & paid media for GIP and IICA	Monthly
	In-depth analysis of the market to understand the industry, trends and dynamics	As & when required
	Social media handles audit - Platform specific	Monthly
	Online Reputation Management strategy across blogs, social media channels, company website and any other website	Monthly
	Creatives	Post visuals (to be pre-approved along with content)
Engagement Visuals (Illustrations, comic strip, infographic etc....)		
Launch creative route, guidelines and assets for GIP		
Cover Image, profile image, background skins etc....		
Master Banner (format .gif, html, .jpg, flash etc...)		
Banner adaptation, Rich media banner, landing pages, Microsite (includes design & development)		
Social media ads, adaptations for all performance requirements		
Content	Launch content strategy for GIP to create awareness, educate audience and drive conversions. Yearly & monthly content strategy for IICA and related campaigns/events	As & when required
	Regular updates (approved by brand owners)	
	Research led, educational content for engaging and new audience	
	Strategize campaigns to improve fan base across different social media channels	
Paid Promotions	Set up, manage and execute ads for GIP and IICA across all social media platforms and performance marketing, basis the requirement	Ongoing
	Monitor and optimize paid promotions and performance marketing on a regular basis to deliver desired results	Monthly

	Regularly update, improvise and refresh content and strategy to ensure the results are delivered well within the industry standard range	As & when required
Social Media Management	Maintenance of profiles across Social media channels (Existing & Futuristic)	As & when required
	Fortnightly strategy for the first 3 months for GIP.	
	Quarterly and monthly strategies originating out of the yearlong agreed plan for IICA.	
	Provide creatives for the content curation across different channels	
	Creative yearly calendar as per the requirement and adhere to it for contents, posts etc.	
	KPIs led strategy to achieve set clicks, conversions and admissions for GIP, IICA and all subsequent related campaigns and events	
	Improve interaction rate, engagement rate across channels	
	Presentation of strategy with key measurable performance indicators	
	Add titles, headlines, descriptions, tags & hashtags to the relevant posts, tweets, videos etc... across social media channels	
	Campaigns on social media engagement in a year	

## SECTION III

# ANNEXURES

Covering Letter for Submission of Bid

To

The Head  
IT Department  
Indian Institute of Corporate Affairs  
M/o Corporate Affairs,  
Government of India

Sir,

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

2. We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.
3. We are of the firm belief that we are competent to undertake and successfully execute the said work.
4. The necessary, relevant and requisite documents in support of our bid are enclosed herewith for your kind perusal and needful.
5. Sir, we undertake to:
  - i. Maintain validity of the Bid for a period of 180 days from the date of bid/tender opening as specified in the tender document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
  - ii. Execute all contractual documents and provide all securities & guarantees as required in the bid/tender document (and as amended from time to time).
  - iii. Until a formal contract is prepared and executed, this bid/tender, together with your written acceptance thereof and your notification of award shall constitute a binding contract on us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_

**Signature**

(Name, Designation & Address)



(In the capacity of)  
Duly authorized to sign bid for and on behalf of

**Witness:**  
(Signatures Name, Designation & Address)

\*\* (Format for covering letter to be submitted on printed letterhead of the firm and duly signed by an authorized signatory)

**Enclosed:** List of documents (may be given separately)

## TECHNICAL BID FORMAT

Sl. No.	Particulars	Document form	Page No. (in bid submitted)
1	Name of the Bidder (Agency)		
2	Whether brief profile of the agency is enclosed (Max 2-3 pages)		
3	Address of the Bidder (Agency)		
4	Year of establishment		
5	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.		
7	Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof	
8	Should have a local office in Delhi/NCR region	-Do-	
9	Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit	
10	Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit	
11	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head	
12	Compliance with the code of integrity as specified in the	Undertaking	

	bidding document	on letter head	
13	The turnover of the agency for each financial year 2015-16, 2016-17 and 2017-18 should be at least INR 25 Lakhs	Balance Sheets & documents certified by CA	
14	GST Registration Certificate	Copy	
15	PAN Registration	Copy	



16	<p>The agency must have an experience of at least 2 years in Social Media network management and must have completed at least one project of minimum Work order value of INR 15,00,000/- or two projects of minimum Work Order value of INR 7,50,000/- each or three projects of minimum Work Order value of INR 5,00,000/- each for Government agency such as Centre/State Govt, PSUs, etc...</p>	<p>Copies of the work orders of Social Media activities</p>
17	<p>The agency must have an in-house production facility for production and editing of contents in all forms.</p>	<p>Undertaking on letter head</p>
18	<p>The agency must have an in-house tools/applications/Software Development &amp; management Team which has developed Social media tool and apps that runs on PCs and mobile devices.</p>	<p>Undertaking of in-house technical capability on</p>

		letter head
19	<p>Agency supporting/ promoting any of the following content either in digital/physical format will be treated negative for business:</p> <p>a)Anti-National Content</p> <p>b)Pornographic &amp; Trafficking Content</p> <p>c) Political Association</p> <p>d) Malicious Content</p> <p>e)Content Hurting Religious Sentiments</p> <p>f) Promoting Piracy in any form</p>	<p>Undertaking on letter head</p>
20	<p>The agency must have expertise of running social media campaigns on Twitter, Facebook, and YouTube etc....</p>	<p>Self-certified copy of Images having run Social media campaigns</p>
		<p>Undertaking for</p>

21	<p>The agency should deploy two social media experts daily in the IICA office for management of social media platform in English &amp; Hindi of the IICA and coordination purposes.</p>	<p>Deployment of two no. Social media managers in the letter head also.</p>
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22	<p>The experts should be Post Graduate in any discipline with at least 3 years of experience in Content Management for websites/social Media Account management and excellent skill in written &amp; spoken English &amp; Hindi, good working knowledge of MS Office/Excel, Social Media management tools/applications, ability to collaborate with stakeholders, &amp; to perform under deadlines in a process-oriented multi-task activities etc....., The experts must be well versed in graphic designing tools and have experience in graphic design/online design, visualization in multi-media activities in reputed organization. At least one of the experts must have a bachelor degree/diploma in Fine Arts/Graphic Design/animation from a recognized institution with 3 years" experience. The selected agency should be able to submit a panel of at least 5 experts amongst which IICA would select 2 experts for deployment at the IICA site. Note: Emphasis will be on good creative team having expertise in Infographics and content writing.</p>	<p>Relevant Documents in Support of Qualification &amp; experience. Relevant Documentary proof</p>	
	At least 10 Team members who are permanent employees of		

23	the agency, having been on the payroll for a minimum of 2 years.5	Undertaking	
24	The software/tools etc.... used by the Agency should be original and not pirated.	Undertaking	

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

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

Date



**Financial Bid Format**

To,

The Head  
 IT Department  
 Indian Institute of Corporate Affairs  
 M/o Corporate Affairs,  
 Government of India

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:-

Description of Items	Total price of one year for providing services for maintenance of Social media platforms for IICA [Inclusive of all the applicable Taxes (under GST, in rupees)]
Consolidated price for services as detailed under scope of work-deliverables in RFP Indian Institute of Corporate Affairs (IICA) for one year relating to Social Media.	

2. Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.3 of Section-1 General. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory [In full and initials] Name and Title of Signatory

Name and address of the firm

Date

**EVALUATION CRITERIA (TECHNICAL)**

The technical proposal shall be evaluated on the basis of parameters mentioned below:

<b>S. No.</b>	<b>Criteria</b>	<b>Maximum Marks</b>
1	Financial strength for last three years i.e. 2015-16, 2016-17 & 2017-18 (minimum 25 Lakhs in each year) i. 25 - 50 Lakhs : 6 marks ii. 50 - 75 Lakhs : 8 marks iii. More than 75 Lakhs : 10 marks	10
2	Past experience in similar projects in government agency such as Centre/State Govt, PSUs, etc... (minimum 2 years) i. 2 years & up to 3 years : 15 marks ii. Above 3 years and up to 4 years : 20 marks iii. More than 4 years : 25 marks	25
3	No of similar projects completed in government agency such as Centre/State Govt, PSUs, etc... (minimum 2) i. 2 to 4 projects : 15 marks ii. 5 to 7 projects : 20 marks iii. More than 7 projects : 25 marks	25
4	i. Understanding scope of work : 10 marks ii. A creative team having expertise in Infographic and content writing : 10 Marks iii. A Social Media Plan for IICA : 20 Marks (On the basis of presentation made by bidders before Evaluation committee)	40
	<b>Total</b>	<b>100</b>

**Note: Proposal obtaining a score of 60 or more marks will be declared as technically qualified proposal for opening of their financial bids.**





**TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)**

Date: \_\_/\_\_/\_\_

To

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender /

Work: \_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

## 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**

1) Bidders are required to enrol 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 Enrolment” on the CPP Portal which is free of charge.

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

3) 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.

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

5) 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.

6) 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.

## **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 / pdf 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 / pdf format, 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 / pdf format 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 subject 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 opener

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

9) 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.

10) 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.



**TECHNICAL DETAILS FORM**

a) Name of the Bidder:

b) Incorporated as \_\_\_\_\_ in the year \_\_\_\_\_ at \_\_\_\_\_  
(State Registered Firm, Co-operative Society or Partnership Firm)

c) Whether any Legal Arbitration/Proceeding is instituted/pending against the bidder in any court of Law in India or the bidder has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile (\*)

- Address:
- Name of the top executive(s) with designation:
- Telephone No:
- Mobile:
- E-mail:
- Service Tax No:
- PAN:
- Office Strength: Technical: \_\_\_\_\_ Nos. Administrative: \_\_\_\_\_

f) Officer authorized to submit the bid/tender & represent the Bidder in all means:

- Name
- Designation
- Mobile No.
- Direct Line No
- Official E-Mail
- Address

g) Average Annual Turnover :( In Rs. Crores)

F.Y. 20015-16	F.Y. 2016-17	F.Y. 2017-18	Total Turnover

h) Support Document Submission Schedule:

Sl. No.	Description	Submitted (Yes/No)	Please indicate the page no. of the attached support document
1.	Earnest Money Deposit		
2.	Name, address & telephone No. of the firm/Agency on the letter head of firm.		
3.	Documents for work experience in any three Central/ State Govt Department/ Ministries or Government undertaking in last three years (not before October, 2014)		
4.	Registration certificate for VAT and Service Tax		
5.	Latest VAT/ Service Tax clearance Certificate		
6.	Copy of Permanent Account Number (PAN)/Tax Identification Number (TIN)		
7.	Annual Turnover Certificate by Chartered Accountant for Rs. 1 Crore each year in last three financial years i.e. F.Y. 2013-14, F.Y. 2014-15 & F.Y. 2015-16.		
8.	Certificate from respective OEM(s)		
9.	Undertaking regarding the firm not having been blacklisted or terminated or debarred till date.		
10.	Token of acceptance of the terms and conditions as specified in the tender notice.		
11.	Undertaking of no legal suit/criminal/ tax evasion fraud case pending against its partners/ proprietors.		

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_

Authorized Signatory

\_\_\_\_\_

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

**ACCEPTANCE CERTIFICATE PROFORMA**

I, \_\_\_ (name), \_\_\_ (designation), of \_\_\_ (name of company/bidder), hereby accept the Terms & Conditions as mentioned in the RFP document bearing No. \_\_\_ dated \_\_\_ \_\_, 2019 for 'Social Media Management, Digital Marketing, ORM (Online Reputation Management) & Creative Services' for Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India.

**(Signature of Authorized Signatory of Bidder)**

**Date:**

**Place:**

**Name of Authorized Signatory:**

**Designation:**

**Direct Line:**

**Mobile:**

**E-Mail:**

**Name of Bidder:**

**Complete postal address of Bidder:**

**(Stamped with Corporate Seal/Company Seal)**

**CONTRACT AGREEMENT PROFORMA**

(To be executed on Non Judicial Paper of value INR 100/-)

Contract Agreement No: \_\_\_\_\_

Dated: \_\_\_\_\_

**THIS AGREEMENT** is made on .....2019, between Indian Institute of Corporate Affairs, M/o Corporate Affairs, GoI through Head, IT Department (hereinafter referred to as "IICA" which expression shall unless excluded by or repugnant to the context be deemed to include his successors, executors, administrators, representatives and assigns) and whose principal place of office is at IICA, Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana - 122052 of the One Part, I

AND

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (Hereinafter referred to as " The Service Provider ") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for work awarded for "Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services"

- I. **WHEREAS**, IICA invited bids through open tender, vide Notice inviting e-RFP No. \_\_\_\_\_, dated \_\_\_\_\_, for " Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services under **RFP No.** \_\_\_\_\_
- II. **AND WHEREAS**, the bidder submitted his bid vide ..... in accordance with the bid documents and represented therein that it fulfils all the requirements, obligations, criteria and has resources and competence for Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services for IICA
- III. **AND WHEREAS**, IICA has selected M/s \_\_\_\_\_ as the successful bidder ("The Service Provider") pursuant to the bidding process, awarded the Letter of Acceptance (LoA)/Letter of Intent (LoI) / Work Order (WO) No. \_\_\_\_\_ to The Service Provider on \_\_\_\_\_ for a total sum of INR \_\_\_\_\_ [Rupees \_\_\_\_\_ Only].



- IV. **AND WHEREAS**, IICA desires that the Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services be provided, delivered, managed, maintained and completed by the Service Provider and wishes to appoint the Service Provider for Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services for IICA.
- V. **AND WHEREAS**, the Service Provider acknowledges that IICA shall enter into contracts with other Suppliers parties for the Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services, for its office in case the Service Provider falls into breach of the terms and conditions as stipulated in the RFP Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS**, the Service Provider has fully read understood and shall abide by all the terms and conditions as stipulated in the RFP Document for Management of Social Media Profile, Digital marketing, Online Reputation Management and Creative Services for IICA, failing which the contract is liable to be terminated at any time, without assigning any reasons by IICA.
- VII. **AND WHEREAS**, the payment to the Supplier, for the supplied items shall be made as per terms and conditions, as stipulated in the e-RFP document, subject to satisfactory performance of the supplied items and due certification of the same by the concerned officer at IICA.
- VIII. **AND WHEREAS**, the services provided by the Service Provider shall be received by IICA subject to approval on inspection.
- IX. **AND WHEREAS**, IICA reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful bidder shall offer the same at the rate quoted.
- X. **AND WHEREAS**, if The Service Provider fails to provide the contracted services as per desired quality and on stipulated time after awarding of the work, IICA shall be at liberty to forfeit his Performance Money.
- XI. **AND WHEREAS**, in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Director General & CEO, IICA. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- XII. **AND WHEREAS**, in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.
- XIII. **AND WHEREAS**, in case of goods supplied found to be of inferior quality or not according to the approved sample; IICA has the right to reject the goods. No payment shall be made against such rejections.
- XIV. **AND WHEREAS**, the "Work Order" will be valid and binding on the Service Provider up to \_\_/\_\_/2019.
- XV. **AND WHEREAS**, the scope of service may vary.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.**

**(Authorised Signatory)**

Signed and Sealed on Behalf of Supplier

**(Authorised Signatory)**

Signed and Sealed on Behalf of  
Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Govt. of India

**PERFORMANCE BANK GUARANTEE PROFORMA**

(To be executed on Non Judicial Paper of value INR 100/-)

To,  
Head  
IT Department  
Indian Institute of Corporate Affairs  
M/o Corporate Affairs  
Govt. of India

**OUR LETTER OF GUARANTEE No. :** \_\_\_\_\_

In consideration of Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India, having its office at Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, India, pin - 122052 (hereinafter referred to as “IICA” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated \_\_\_\_\_/awarded “\_\_\_\_\_” issued vide Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as “The Service Provider” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

2. Whereas “The Service Provider” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/RFP document dated \_\_\_\_\_ /Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and IICA having agreed that “The Service Provider” shall furnish to IICA a Performance Bank Guarantee for the faithful performance of the entire contract equivalent **to 10% of the contract value (Purchase order value)**

3. We, \_\_\_\_\_ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the tender document/Agreement/Purchase Order.

4. Hereby, we undertake to pay up to but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of “The Supplier” having failed to perform the agreement and despite any contestation on the part of above named Supplier.

5. This Letter of Guarantee will expire on \_\_\_\_\_ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signatory of Bank**  
(Not below the rank of Manager)

Name:

Designation

Date:

Mobile No.

Stamp of Signatory

Seal of Bank

**CONTACT DETAILS**

Contact details (name, address, phone, fax, mobile, email) of support personnel are to be given below:

(To be filled in by the bidder)

S.No.	Name	Designation	Address	Mobile No.	e-mail
1					
2					
3					

**EXPERIENCE CERTIFICATE PROFORMA**

This is to certify that M/s-----, ----- has executed the works related to -----, ----- and ----- during the past three financial years as per the details given below.

S.No.	Year	Description of work carried out	Amount	Remarks