



Request for Proposal (RFP) For Engagement of an Agency/Consultant for setting up a Social Media & Multi-Media Communication Hub

SDCL REF No. SDCL/NIT/2021-22/15

October 2021

Disclaimer

1. This RFP document is neither an agreement nor an offer by the Sagarmala Development Company Limited (SDCL) to the prospective Bidders or any other person. The purpose of this RFP is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
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4. SDCL will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that SDCL is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the subject Assignment and SDCL reserves the right to accept/reject any or all of Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. SDCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. SDCL reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website.

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Sagarmala Development Company Ltd

Government of India

1st Floor, Thapar House, Gate No 2, 124, Janpath, New Delhi -110001

Notice Inviting RFP

Tender No.:

Dated:

- (1) Ministry of Ports, Shipping and Waterways through Sagarmala Development Company Ltd (hereinafter referred to as 'SDCL') wishes to engage an Agency/Consultant for establishment of a Social media & Multi-media Communication Hub for Ministry of Ports, Shipping and Waterways, Government of India for continuous functioning in the Ministry and with a mandate to create, source, monitor and manage content both for social and multimedia for the purpose of advocacy and awareness on the initiatives and progress made by MoPSW
- (2) The RFP Tentative Schedule and critical dates are shown below.

S.No	Activity	Timelines
1	Date of Issue of RFP	22 nd October 2021
2	Last Date of Submission of Bids	5th November 2021, 1500 Hrs IST
3	Opening of Technical Bids	5 th November 2021, 1530 hrs IST
4	Opening of Financial Bids	To be intimated to Technically Qualified Bidders

Note:- No request will be entertained for the extension of the Last Date of Submission of Bids.

- (3) Tender Document
 - (a) The Tender document can be downloaded from:
 - (i) E-tender - <https://sdcl.euniwizarde.com>
 - (ii) SDCL website www.sdclindia.com
 - (iii) Indian Ports Association website www.ipa.nic.in
 - (iv) e-Procurement www.eprocure.gov.in
 - (b) Bidders shall have to submit the bid online in the e-procurement portal: <https://sdcl.euniwizarde.com>
- (4) Tender Fee:
Tender Fee of Rs. Nil
- (5) Security Bid: Nil, however, Bidder(s) are required to submit the Bid Securing Declaration form as per the format provided in Form 12. Bid received without the Bid Securing Declaration will be summarily rejected. **Bidder registered as MSEs (Micro and Small Enterprises) and Start up will be exempted from the submission of Bid Securing Declaration.**

Date:

(Company Secretary)

New Delhi

Sagarmala Development Company Ltd

For Further Details, please contact:

Company Secretary,
Sagarmala Development Company Limited
1st Floor, Thapar House, Gate No.2
124, Janpath, New Delhi – 110001
Email: cs@sdclindia.com

Checklist

The bidder shall ensure that the technical Bids should be submitted in the following sequence. Other forms/ documents should be submitted as per the requirement of this RFP

(1) Scanned copy of following documents

- (a) Signed Technical Bid Submission Form as per format provided in clause 12.1
- (b) Form-1: Provide Technical Bid Format duly filled and signed by the Authorized Signatory including presentation on Approach and Methodology of the assignment as per clause 12.2 (6) and clause 6.2.7
- (c) Form-2: Duly filled and signed copy of Form-2- Experience in Social Media as per clause 3.6 and also refer clause 6.2.2 along with following supporting documents
 - (i) Copy of Work order alongwith CA certificate for payment received in respect of the relevant assignment
 - Or
 - (ii) Copy of Completion certificate
- (d) Form 3: Duly filled and signed copy of Form 3 - Format for Financial Turnover as per clause 3.3 and also refer clause 6.2.1
- (e) Form-4 : Duly filled and signed copy of Form-4 – Format for providing Net worth of the Agency as per clause 3.7
- (f) Form 5: Format of Power of Attorney for Authorized Signatory duly filled and signed
- (g) Form 6 : Format of Conflict of Interest duly signed by the Authorized Signatory
- (h) Form-7 : undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration duly filled and signed by Authorized Signatory on Agency Letter head as per clause 3.9
- (i) Form-8: Duly filled and signed copy of Integrity Pact
- (j) Form-9: Format of CV duly signed by the respective Team member and by the Authorized Signatory. **Specifically mention about the experience of Team Leader as per clause 6.2.4.**
- (k) Form-10 : Self-Declaration certificate about the number of people on Pay roll alongwith the **documentary evidence** as mentioned in the Form-10 – refer clause 6.2.6
- (l) Form 11: Self Declaration with respect to prior experience of the Bidder in Managing Social Media (FB, Instagram, Twitter, LinkedIn etc)- refer clause 3.5 and clause 6.2.3
- (m) Form-12 : Bid Securing Declaration
- (n) Scanned copy of Documentary proof to be submitted
 - (i) Certificate of Incorporation/Registration Certificate as per clause 3.1
 - (ii) Certificate/CA Certificate in case of proprietorship firm as per clause 3.1



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- (iii) GST Registration as per clause 3.1
- (iv) PAN as per clause 3.1
- (v) Provide the screenshots/other Documentary evidence to substantiate the number of followers/Persons/Likes/reviewing the content as per Form -11
- (vi) Attached the copy of ISO 27001 as per clause 6.2.5
- (vii) In case of Startup, submit the documentary evidence to demonstrate the experience as per clause 3.11.

1. Background

1.1 About Ministry of Ports, Shipping and Waterways

(1) **The Ministry of Ports, Shipping and Waterways** is the apex body for formulation and administration of the rules and regulations and laws relating to ports, shipping and waterways in India. It encompasses within its fold:

- (a) Ports
- (b) Shipping and Waterways sector
 - (i) Shipbuilding and Ship-repair
 - (ii) Major Ports
 - (iii) National Waterways
 - (iv) Inland Water Transport

(2) **The Ministry is responsible for** formulating policies and programmes on these subjects and their implementation

(3) There are mainly 4 important functions under this ministry:

(a) PORTS:

Primarily responsible for the development of 12 Major Ports with the objective to provide necessary and adequate cargo handling capacity to meet India's EXIM trade (Export-Import).

(b) SHIPPING:

The Shipping Wing formulates policies and programmes for shipping, marine development, Ship Building, Ship Repair and Ship Breaking Industry.

(c) SAGARMALA:

To harness India's 7,500 km long coastline, 14,500 km of potentially navigable waterways and strategic location on key international maritime trade routes, the Government of India has embarked on the ambitious Sagarmala Programme which aims to promote port-led development in the country.

(d) INLAND WATER TRANSPORT:

Responsible for development, management, implementation of capacity building and institutional strengthening initiatives in the National Waterways (NWs).

1.2 Objective

(1) Ministry of Ports, Shipping and Waterways desires to engage a credible agency/consultant for Social Media and Multi-media Communication Hub with 24x7 mode of functioning, Social Media Monitoring & Management, Multi-media Content Creation and Digital Advertising on a continuous basis for generating awareness amongst the masses and building a robust communication system with the citizens for the Ministry of Ports, Shipping and Waterways.

(2) In this context, it is proposed to engage an Agency/Consultant through tender process undertaken by Sagarmala Development Company Ltd . For this purpose, scope of work to be taken care and adhered to by the Agency/Consultant has been broadly spelt out in clause 14 of this RFP.

- (3) The shortlisted Agency/Consultant must have in-house production facility. All other requirements such as creative content, multi-media, advertising etc. will have to be met by the agency/consultancy.

1.3 About Sagarmala Development Company Ltd

Sagarmala Development Company Ltd (SDCL) is a CPSE under the Ministry of Ports, Shipping and Waterways (MoPSW), Government of India. SDCL was incorporated on 31st August 2016, as part of ongoing efforts to promote port led development in the country under the ambitious Sagarmala Programme of the Government of India. SDCL is exploring investment opportunities in the areas of Port Development/Port Modernization, Port Connectivity, Port led Industrialization and Coastal Community Development - the four pillars of the Sagarmala Programme

1.4 RFP Schedule and Critical Date

- (1) The tentative schedule and critical dates are as shown in the table below:-

S.No	Activity	Timelines
1	Date of Issue of RFP	22 nd October 2021
2	Last Date of Submission of Bids	5th November 2021, 1500 Hrs IST
3	Opening of Technical Bids	5 th November 2021, 1530 hrs IST
4	Opening of Financial Bids	To be intimated to Technically Qualified Bidders

- (2) The tender document can be downloaded from the portal <https://sdcl.euniwizarde.com>, www.sdclindia.com, www.ipa.nic.in and www.eprocure.gov.in and to be submit online at <https://sdcl.euniwizarde.com> on or before the last date of submission and time specified in the above table. No need for submitting physical copy of tender document.

- (3) SDCL/ Ministry of Ports, Shipping and Waterways reserves the right to amend the RFP tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through website <https://sdcl.euniwizarde.com> & www.sdclindia.com from time to time for any updated information.

2. General Terms and Conditions

- 2.1 The proposal is to be submitted on two bids basis .i.e. Technical Bid and Financial Bid in online mode in the <https://sdcl.euniwizarde.com>. The Bidders should scan and upload the respective documents in the technical bid documentations as detailed out in clause 5 of this RFP
- 2.2 All bids shall remain valid for 180 days from the date of submission.
- 2.3 Ministry of Ports, Shipping and Waterways/SDCL reserves the right to solicit additional information from Bidders. Additional information may include, but not limited to, past performance records, lists of available items of work etc.
- 2.4 Ministry of Ports, Shipping and Waterways / SDCL reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons, and to select the Bidder(s) which,

in the sole opinion, best meets the interest of the Ministry of Ports, Shipping and Waterways/SDCL.

- 2.5 Ministry of Ports, Shipping and Waterways/SDCL reserves the right not to accept bid(s) from agency(ies)/Consultant(s) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies/Vigilance Cell.
- 2.6 All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agencies/consultants.
- 2.7 The Agency/Consultant selected is not supposed to use its name, logo or any other information/publicity on content published on Social Media Platforms of the Ministry of Ports, Shipping and Waterways.
- 2.8 The agency/Consultant must maintain uniformity in the uploading of the content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- 2.9 MoPSW/SDCL reserves the right to terminate the appointment at any time after giving a month notice, without assigning any reasons thereof. In case of premature termination, proportionate payment till the date of termination will be made.
- 2.10 All the documents, technical Bid forms etc are to be signed by the Authorized representative of the firm
- 2.11 The last date for submission of Bids will be as indicated in clause 1.4 of this RFP. Bids received after the stipulated time period as mentioned above will not be considered and will be rejected.
- 2.12 Each bidder shall submit only one bid. A bidder who submits more than one bid, then the Bid will be rejected. Bidder can apply only on sole basis, participation in the form of consortium is not allowed in this RFP.
- 2.13 If at any 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 obligations, Ministry of Ports, Shipping and Waterways/SDCL may take a decision to cancel the contract with immediate effect.
- 2.14 Duration of Assignment**
The Assignment shall be initially for a period of 2 years subject to the satisfactory execution of the assigned works. The same may be extended for another period of one year on the basis of performance reviews with a price escalation of 10% after due approval from MoPSW. All other terms and conditions will remain unchanged. For avoidance of doubt the rate will be fixed for the initial period of two years and escalation of 10% will only be applicable in case, SDCL decides to extend the period of assignment for a period of another one year after due approval of MoPSW.
- 2.15 At any time before submission of the proposals, SDCL may amend the RFP by issuing an addendum through its website. The Addendum shall be binding on all the agents/consultants. To give the Agencies/Consultants reasonable time in which to take an amendment into account in their proposals, the SDCL may extend the deadline for the submission of the proposal.

2.16 Bid Security

- (1) No Bid security is to be provided by the Bidders, however Bid Securing Declaration form to be filled as per format provided in Form 12. Bid received without the Bid Securing Declaration will be summarily rejected.
- (2) The Bid Securing Declaration shall be valid for a period of forty five (45) days beyond the validity period of RFP. As the validity period of RFP is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Bid Opening Date.
- (3) The proposal submitted without Bid Securing Declaration Form will be rejected without providing any further opportunity to the Bidder
- (4) The Bidder shall extend the validity of the offer and Bid Securing Declaration Form on the request of SDCL.
- (5) **Bidder registered as MSEs (Micro and Small Enterprises) and Start up will be exempted from the submission of Bid Securing Declaration.**
- (6) **For avoidance of doubt, MSMEs registered as Medium Enterprise and Non MSMEs companies are required to submit the Bid Securing Declaration Form.**

3. Pre-Qualification criteria

The Bidders should fulfil the following pre-qualification criteria for participating in the Tender. Bidders are requested to submit the following documents along with their technical and financial bid, failing which, the bids are liable for rejection. However, no weightage in the evaluation is assigned to the following pre-qualification criteria. The Bidders should enclose documentary evidence for fulfilling the following conditions. The bidders shall STRICTLY maintain the following format while submitting their bids.

S.No	Broad Criteria	Basic Requirement	Specific Requirement	Documentary Proof to be submitted
3.1	Legal Entity		Entity shall mean a company registered in India under the Companies Act 1956/2013, or a partnership/Proprietary Firm registered under the relevant and prevailing laws related to Partnerships/Proprietorship in India, and in Business as on March 31, 2021.	Certificates of Incorporation /Registration Certificates/CA Certificate in case of Proprietorship firm GST Registration Copy of PAN
3.2	Relevant NIC Codes	58111, 58199 59111, 59112, 6020, 62012, 63122, 73100, 73200, 74103, 74201, and 90009	MSEs registered with MSMEs as Micro and Small Enterprises to be met any of Five NIC codes mentioned in Basic Requirement	MSMEs Registration certificate mentioning the NIC codes
3.3	Turnover	Revenue from Services	Average Turnover of ₹ 5 Crores in the last three financial years (Year 2017-18, 2018-19, 2019-20) with continuous profit records.	CA's certificates certifying the annual turnover of the firm/company
3.4	Technical Criteria	In-house development facility	The Agency must have in-house development facilities for production and editing of contents in all forms including video in high	Undertaking – incorporated as a part of Technical

			definitions, research based technical contents etc.	Bid Submission Form as per 12.1
3.5	Technical Expertise	Followers in Social Media	The Agency must have managed popular Social Networking platform/s such as Facebook, Twitter, Instagram, LinkedIn etc. for Government/Semi-Government/Public Listed Organizations with at least 1 lacs followers/persons/liking/reviewing the content on a topic of a page in last 5 years.	Undertaking – incorporated as a part of Technical Bid Submission Form as per 12.1 and also refer Form-11
3.6	Experience in Social Media	Experience in Social Media	The Agency must have managed Social Media handles for Government/Semi-Government/Public Listed Organizations of at least 12 months duration, and of worth of at least ₹ 50 Lac per year for One Project Value (or Retainership Value per annum) in the last five financial years (as on year ending on 31 st March 2016, 2017, 2018, 2019 & 2020)- For avoidance of doubt, the Bidder must have atleast One Assignment of Social Media handles for Government/Semi-Government/Public Listed Organizations for atleast 12 continuation months duration in the past five years with minimum fee received of Rs. 50 lacs (or Retainership Value per annum).	Copy of Work Order alongwith CA certificate for payment received or Completion Certificates
3.7	Bidder's Positive Net Worth	Details of the Assets and liabilities of the bidder	The Bidder should have positive net worth in each of the last 3 financial years as on year ending on 31 st March 2018,2019 & 2020	Certificate of Statutory Auditor/CA
3.8	Power of Attorney	Authorized Representative from the Bidder	A Power of Attorney/Board of Resolution in the name of the person signing the bid.	Original Power of Attorney by the Competent Authority
3.9	Blacklisting	A self-certified letter from the Authorized Signatory within the Bidder's firm or company	Bidders should not have been blacklisted by any of the State or Central Government Department/Organizations due to any criminal & Cyber offence /fraudulent practices by any Investigating Authority or Court of Law in the country.	Self-certified letter or Undertaking from the bidder on the firm/company's official letterhead as per Form 7.

3.10 The Micro and Small Enterprises and Start up need to submit the documents with respect to clause 3.1, 3.2, 3.8 and 3.9 and not for any other clauses as mentioned in clause 3 above.

- 3.11 However, the Bidder(s) registered as Startup under Department for Promotion of Industry and Internal Trade (DPIIT) shall require to submit the documents to demonstrate the experience under the area covered in any five NIC codes mentioned at clause 3.2 for the past three years.
- 3.12 MSMEs registered as Medium Enterprise and Non MSMEs are required to comply with all the criteria mentioned in Clause 3 except clause 3.2.

4. Preparation of Bids

- 4.1 Bidders are requested to submit their Bid in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Bids that are received in the specified forms and complete in all respects. All the documentary evidence and other submissions should only be in English Language.
- 4.2 In preparing their Bid, Bidders are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 4.3 The Technical Bid should have the following and as per the order mentioned below:-
- (1) Technical Bid Submission Form as per the format provided in clause 12.1 on the bidding organization's letterhead.
 - (2) Compliance and documentary proof of pre-qualification conditions spelt out in clause 3 (Pre-Qualification Criteria). Documentary proof sought in other clauses of the RFP should be also enclosed.
 - (3) The bidder shall submit all the forms as per format provided in clause 12. Submission of the Technical proposal in different format will result in the proposal being deemed non-responsive.
 - (4) 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 of the proposal showing proposal section number and page number.
 - (5) Bidder shall have to make a presentation as a part of the technical bid. The evaluation for this presentation will be done on the basis evaluation criteria as specified in Clause 6
 - (6) Each CV shall be in format provided in Form 9. Each CV needs to have been signed by the Key Personnel and countersigned by the Authorized official of the Bidder.
 - (7) The Key personnel appointed by the Agency for the assignment will be allowed to be changed only after giving one month notice and three similar experience CVs for selection of the substitute. Similar methodology shall be adopted in case the key personnel performance is not satisfactory.
 - (8) The number of Key personnel requirement can be increased or decreased as per requirement at the quoted rates only.
 - (9) Undertaking (provided as a part of Technical Bid Submission Form 12.1) of the total responsibility for the trouble-free operation to be furnished.

- (10) Undertaking (provided as a part of Technical Bid Submission Form 12.1) that the information submitted by them is correct and that they will abide by the decision of Ministry of Ports, Shipping and Waterways. In case of the information submitted by them is found to be false and/or incorrect in any manner, the firm can be suspended and /or debarred as decided by SDCL.

4.4 The Financial Bid must contain the following

- (1) No Price/Rate-Variation/Adjustment or any other escalation will be entertained unless otherwise explicitly mentioned in the RFP
- (2) 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 non-responsive and liable to be rejected.
- (3) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance, levies and other impositions applicable under the prevailing law on the Bidders. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown in the Financial Bid. The Bidder shall be paid only applicable GST over and above the rate on submission of documents. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- (4) Only outstation travel if any shall be reimbursed by SDCL/MoPSW at actual on submission of original Bills. For outstation travel, Team Leader will be eligible for the reimbursement based on the norms as applicable for Deputy Secretary, MoPSW whereas all other team members will be eligible for reimbursement based on the norms as applicable for Under Secretary, MoPSW.
- (5) Bids once submitted cannot be amended.
- (6) Any Bid which does not quote for all items will be determined to be non- responsive and may be rejected.
- (7) The Agency/Consultant shall not assign or sublet the contract or any substantial part thereof to any other agency/consultant, without written consent of the Ministry of Ports, Shipping and Waterways.
- (8) Technical Bids and financial bids will be opened online, in the presence of Bidders' representatives (One for each bidder), who wish to be present.

5. Submission of Bids

The technical and Financial Bids, complete in all respects should be submitted online as per sequence mentioned below. The Bids should be submitted in two covers –

5.1 Cover- I Technical Bids

- (1) Enclosure-I: Scanned copy of following documents
 - (a) Signed Technical Bid Submission Form as per format provided in clause 12.1

- (b) Form-1: Provide Technical Bid Format duly filled and signed by the Authorized Signatory including presentation on Approach and Methodology of the assignment as per clause 12.2 (6) and clause 6.2.7
- (c) Form-2: Duly filled and signed copy of Form-2- Experience in Social Media as per clause 3.6 and also refer clause 6.2.2 along with following supporting documents
 - (i) Copy of Work order alongwith CA certificate for payment received in respect of the relevant assignment
 - Or
 - (ii) Copy of Completion certificate
- (d) Form 3: Duly filled and signed copy of Form 3 - Format for Financial Turnover as per clause 3.3 and also refer clause 6.2.1
- (e) Form-4 : Duly filled and signed copy of Form-4 – Format for providing Net worth of the Agency as per clause 3.7
- (f) Form 5: Format of Power of Attorney for Authorized Signatory duly filled and signed
- (g) Form 6 : Format of Conflict of Interest duly signed by the Authorized Signatory
- (h) Form-7 : undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration duly filled and signed by Authorized Signatory on Agency Letter head as per clause 3.9
- (i) Form-8: Duly filled and signed copy of Integrity Pact
- (j) Form-9: Format of CV duly signed by the respective Team member and by the Authorized Signatory. **Specifically mention about the experience of Team Leader as per clause 6.2.4.**
- (k) Form-10 : Self-Declaration certificate about the number of people on Pay roll alongwith the **documentary evidence** as mentioned in the Form-10-refer clause 6.2.6
- (l) Form 11: Self Declaration with respect to prior experience of the Bidder in Managing Social Media (FB, Instagram, Twitter, LinkedIn etc)- refer clause 3.5 and clause 6.2.3
- (m) Form-12 : Bid Securing Declaration
- (n) Scanned copy of Documentary proof to be submitted
 - (i) Certificate of Incorporation/Registration Certificate as per clause 3.1
 - (ii) Certificate/CA Certificate in case of proprietorship firm as per clause 3.1
 - (iii) GST Registration as per clause 3.1
 - (iv) PAN as per clause 3.1
 - (v) Provide the screenshots/other Documentary evidence to substantiate the number of followers/Persons/Likes/reviewing the content as per Form -11
 - (vi) Attached the copy of ISO 27001 as per clause 6.2.5
 - (vii) In case of Startup, submit the documentary evidence to demonstrate the experience as per clause 3.11.

It may be noted that the Technical Bid shall not contain any reference to the Financial Bid

5.2 Cover-II: Financial Bid

(1) Financial Bid shall be submitted online in excel format (Financial Bid) provided in Clause 13.

5.3 Bids (both Technical and Financial) shall be submitted online on <https://sdcl.euniwizarde.com>. Please refer clause 11 “Instruction for Online Bid Submission” for better clarity and assistance. The Bidders can log-in to e-wizard Portal using valid Digital Signature for submit the Technical Bid documentation. All the statements, documents, certificates uploaded by bidders should be signed and sealed by the bidder, owning full responsibility for their correctness / authenticity.

6. Method of Evaluation for Award of Contract

6.1 Proposal for Evaluation

An evaluation committee will scrutinize and evaluate the tender documents for **Pre-Qualification Criteria** as mentioned in **Clause 3**.

To be eligible for short-listing, a Bidder should fulfill all the **Pre-Qualification Criteria** as mentioned in **Clause 3**. A proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal as per the Pre-Qualification Criteria mentioned in **Clause 3**.

6.2 Evaluation of Technical Bid

The technical bid of only shortlisted bidders will be analyzed and evaluated based on methodology as contained in their proposal and as brought out during the presentation as per the following matrix and technical bid marks shall be assigned to each Bidder. Shortlisted Agencies will be invited for technical presentation and discussions on the proposal. Agencies are expected to depute only those officials for technical presentations who will be responsible for providing the leadership to the proposed work. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

S. No.	Evaluation Criteria	Maximum Score
6.2.1	Average Turnover of the Bidder in last 3 years (2017-18, 2018-19, 2019-20): Average Turnover Value between ₹5 Crore to ₹10 Crore, then score=5 Average Turnover Value greater than ₹10 Crore, then score=10	10
6.2.2	Value of Social Media project executed by the Bidder in last 5 years: Minimum One Project Value (or Retainership Value per annum) between ₹50 Lakh to ₹1 Crore, then score=5 Minimum One Project Value (or Retainership Value per annum) above ₹1 Crore, then score=10	10
6.2.3	Prior experience of the Bidder in Managing Social Media(FB, Instagram, Twitter, LinkedIn etc.) in last 5 years: No. of Likes/Followers 1. between 1 to 2 lakh, score=05 2. More than 2 lakh, score=10	10

6.2.4	Team Leader (in current payroll) Matching the Qualification & Experience= 5 Experience in handling atleast one assignment as Team Leader in any of Government Office for a value of at least 1 cr =5	10
6.2.5	ISO 27001	10
6.2.6	No. of people of payroll 15 – 20; score = 5 Above 20; score = 10	10
6.2.7	Presentation of idea/concept, methodology, outline, approach, Equipment availability, available software etc., Understanding scope of work, objectives, purpose of work, requirements (evaluation will be based on details in proposal submitted by bidder)	40
	Total Score	100

6.2.8 Micro and Small enterprises (MSEs) and Startup will be given 10 marks each for the parameters mentioned in clause 6.2.1 , 6.2.2 and 6.2.3 and for the rest of marks, MSEs and Startup need to provide the documentary evidence as mentioned in the RFP.

6.2.9 MSMEs registered as Medium enterprises and Non-MSMEs is (are) to be evaluated on all the above parameters (i.e. all clauses from 6.2.1 to 6.2.7) and Bidders are required to submit the requisite documentary evidence as per the terms of the RFP.

6.3 Evaluation of Financial Bid

Financial proposals of only those Agencies/Consultants which are declared technically qualified shall be opened online, on the date and time specified above, in the presence of the Agencies' representatives who choose to attend. The minimum score for the bidder to be technically qualified is 70.

6.4 Method of Selection

The price bids of only those Agencies/Consultants who qualify technically will be opened. Selection will be made on the basis of a **cumulative score based on the technical Bid (70% weightage) and Financial Bids (30% weightage)** towards the final planning and end-to-end delivery of the project.

The Technical Bid T_m which secures the highest marks will be given a technical score (St) of 100 points, The technical score (St) of the other Technical Bids will be determined using the following formula:-

$$St = 100 \times T/T_m$$

In which St is the technical Score. T_m is the highest score secured by a Technical Bid and T is the score of the Technical Bid under consideration.

The minimum technical score required to qualify technical evaluation is 70 marks out of 100.

The lowest Financial Bid (F_m) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

$$Sf = 100 \times F_m/F;$$

in which Sf is the financial score, Fm is the lowest Financial Bid, and F is the Financial Bid (in INR) under consideration. Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 0.70:0.30.

The Evaluation Committee will correct any computation errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the technical proposals but not priced, shall be assumed to be included in the prices of other activities of items. In case an activity of line items is quantified in the Financial Proposal differently from technical proposal, no corrections will be allowed to the Financial Proposal.

The agency with the **Highest Combined Score** will be declared eligible for award of the contract. Decision of the Selection Committee set up by Ministry of Ports, Shipping and Waterways will be final and cannot be challenged.

7. Work Order

7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Bidder and the Successful Bidder shall, within 7 (Seven) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Successful Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, cancelled the Work Order on account of failure of the Successful Bidder to acknowledge the Work Order, and the next ranked Bidder may be considered.

7.2 Work order will comprise of the Terms of Reference (Scope of Work), Financial Bid submitted by the Successful Bidder and other General terms and conditions provided in this RFP (signed copy of this RFP).

8. Performance Security

Performance Security equivalent to 3 (three) percent of the Cost of Financial Bid shall be furnished from a nationalized / Scheduled Bank, in form of a Bank Guarantee in the form specified at clause 27. The Performance Security to be submitted by the Successful Bidder alongwith the signed Work Order as per clause 7.1. For the Successful Bidder, the Performance Security will be retained by Client until the completion of the Assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the Assignment as per the terms of the Contract.

9. Commencement of Assignment

The Successful Bidder is expected to commence the Assignment from 7th day from the date of Work Order. If the Successful Bidder fails to commence the Assignment as specified herein, the Client may invite the second ranked Bidder to undertake the Assignment.

10. Data Sheet

10.1 The name of Client is: "Sagarmala Development Company Limited"

10.2 The address of the Client is:
Company Secretary,
Sagarmala Development Company Limited
1st Floor, Thapar House, Gate No.2

124, Janpath, New Delhi – 110001

Email: cs@sdclindia.com

10.3 Objective and description of the assignment:

The objective of this RFP document is to engage a credible agency/consultant for Social Media and Multi-media communication Hub with 24x7 mode of functioning, Social Media Monitoring & Management, Multimedia Content Creation and Digital Advertising on a continuous basis for generating awareness amongst the masses and building a robust communication system with the citizens for the Ministry of ports, shipping and waterways.

10.4 The Tender Fee for this RFP is INR Nil

10.5 The proposal of the Applicant should be valid for 180 days from the last date of Submission of Bids– Bid Validity Period.

10.6 The Technical Bid and Financial Bid will be opened by the Evaluation Committee of SDCL on the dates mentioned in the Data Sheet.

11. Instructions for Online Bid/Proposal Submission through Tender site

<https://sdcl.euniwizarde.com>:

The Applicants/bidders are required to submit soft copies of their bids/proposals electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicants/bidders in registering on the e-Procurement Portal <https://sdcl.euniwizarde.com>, prepare their bids/proposals in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://sdcl.euniwizarde.com>

11.1 Registration

- (1) Bidders/Applicants are required to enroll on the e-Procurement Portal <https://sdcl.euniwizarde.com> by clicking on the link “Bidder Enrollment” on the e-wizard Portal by paying the Registration fee of Rs. 2360/- per year charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (3) Bidders/Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/Applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / 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.

- (7) The scanned copies of all original documents should be uploaded on portal.
- (8) For any Query contact to our helpdesk Number 011-49606060, **Email helpdeskeuniwizarde@gmail.com**, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228

11.2 Searching for Bidding Documents

- (1) There are various search options built in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work ID, Title, Date, etc
- (2) Once the bidders have selected the bids they are interested in, the bidder can pay the processing fee (for processing fee for e-procurement portal) by net-banking / Debit / Credit card and then download the required documents / bid schedules, Bid documents etc as mentioned on website. Once processing fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the bidding document.

11.3 Preparation of Bids

- (1) Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal (<https://sdcl.euniwizarde.com>).
- (2) Please go through the bid advertisement and the bid 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 bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored 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 Documents” available to them to upload such documents.
- (5) These documents may be directly submitted from the “My Documents” 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.

11.4 Submission of Bids

- (1) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well 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 bidding document.



- (3) Bidder has to select the payment option as “Online mode or Bank Guarantee” as to pay the EMD/ Bid Security as applicable and enter details of the instrument as per the terms of Tender/RFP.
- (4) In case of Bank Guarantee, scanned copy of BG should be uploaded along with bid. The original Bank Guarantee shall be submitted to office of the concerned official as per schedule mentioned in the bid document. Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG , physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will be rejected.
- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (6) The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (8) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (9) Upon the successful and timely submission of bid click “Complete“ (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and 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 bid submission.

11.5 Assistance to Bidders

- (1) For any Query contact to our helpdesk Number 011-49606060, Email helpdeskeuniwizarde@gmail.com, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228

12. Technical Bid Forms

Technical Bid Submission Form/Forwarding Letter

Form1: Technical Bid Form

Form 2 : Experience in Social Media

Form 3 : Format for the Turnover of the Agency

Form 4 : Format for providing Networth of the Agency

Form 5 : Format of Power of Attorney for Authorized Representative

Form 6 : Declaration for No conflict of Interest

Form 7 : Undertaking for not being backlisted and /or barred

Form 8 : Integrity Pact

Form 9 : Format for CV

Form 10: Self-Declaration about the number of people on payroll

Form 11: Self Declaration with respect to prior experience of the Bidder in Managing Social Media (FB, Instagram, Twitter etc)

Form 12: Bid Securing Declaration



12.1 Technical Bid Submission Form (on Agency Letter head)

To,

**Company Secretary
Sagarmala Development Company Limited
1st Floor, Thapar House, Gate No.2
124, Janpath, New Delhi – 110001**

Dear Sir,

- (1) We, the undersigned on behalf of the (Name of the firm), wish to submit our offer for **“Engagement of an Agency/Consultant for setting up a Social Media & Multi-media Communication Hub for Ministry of Ports, Shipping and Waterways, Government of India ”** in accordance with your Request for Proposal (RFP reference) dated (insert Date). We are hereby submitting our Bid on line, which includes both Technical and Financial Bid.
- (2) 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.
- (3) We undertake,
 - (a) if our Bid is accepted, we will start the services with immediate effect or as stipulated in the work order.
 - (b) that we have managed popular Social Networking Platforms such as Facebook, Twitter, Instagram, LinkedIn etc for Government/Semi Government/ Public Listed Organizations with atleast 1 lacs followers/persons/liking/reviewing the content on a topic of a page in last 5 years.
 - (c) that we have in house development facilities for production and editing of contents in all forms including video in high definitions, research based technical contents etc.
 - (d) total responsibility for trouble free operation

We undertake that the information submitted by us is correct and that we will abide by the decision of Ministry of Ports, Shipping and Waterways. In case, the information submitted by us is found to be false and/or incorrect in any manner, our firm/agency can be suspended and /or debarred from participating in any future tender of the MoPSW and its all agencies for a period of three years.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature

Name and Title of Signatory Name of Firm , Address

12.2 Form-1 : Technical Bid Form

Si. No.	Particulars	To be filled by Tenderers				
1	Name of the Bidder					
2	Whether brief profile of the agency is enclosed (Max 10 pages)					
3	Address of the Bidder					
4	Year of Establishment (with Documentary Evidence)					
5	Type of Company (Proprietary / Partnership / Private Limited / Public Limited)					
6	Detailed description on the approach & methodology of the assignment shall need to be submitted. A PowerPoint Presentation also needs to be attached along with the technical documents below: Social Media 1. Understanding the Scope of Work 2. Social Media Monitoring Plan - Tools to be used - Approach - Methodology 3. A Complete Social Media Plan for the Ministry of Ports, Shipping and Waterways					
7	Name, Designation and Address of the officer to whom all references shall made regarding the RFP.	<table border="1"> <tr> <td>Name</td> </tr> <tr> <td>Tel</td> </tr> <tr> <td>Email</td> </tr> <tr> <td>Mob:</td> </tr> </table>	Name	Tel	Email	Mob:
Name						
Tel						
Email						
Mob:						



12.3

Form 2: Experience in Social Media :

The Agency must demonstrate the experience by providing the details of assignment undertaken by the Agency in the last five financial years (as on 31st March 2016, 2017, 2018, 2019, and 2020)

#	Name of Assignment	Client Name	Financial Year	Scope in Brief	Contract Value (Rs Lacs)
1					
2					
3					

Signature of Authorized Person _____

Date: _____

Name _____

Stamp _____

Note:

- (1) The bidder may use additional sheets of like size and format, if required.
- (2) The above-mentioned information to be supported by copy of letter of award alongwith CA certificate of payment received with respect to each of projects details submitted
or
Completion Certificate



12.4 Form 3 : Format for Financial Turnover

(Using the format below, to provide the Turnover figure for the last three financial years (Year 2017-18, 2018-19, 2019-20))

Certificate from practicing Chartered Accountant (on Chartered Accountant Letter Head)

This is to certify that M/s----- (Name of the Firm) (Registered Office) has average turnover of Rs 5 cr in the last three years. The details for the same is provided hereunder:-

S.No	Financial Year	Annual Turnover (in Rs. cr)
1	2017-18	
2	2018-19	
3	2019-20	
Average Turnover		

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

(Signature of the CA and Seal of the Firm)



12.5 Form 4: Format for providing Net Worth of the Agency

(Using the format below, to exhibit the Net worth figure for the last three financial years (Year 2017-18, 2018-19, 2019-20))

Certificate from practicing Chartered Accountant (on Chartered Accountant Letter Head)

This is to certify that M/s----- (Name of the Firm) (Registered Office) has positive net worth in the last three years. The year-wise Net Worth of the Firm is provided hereunder :-

S.No	Financial Year	Net Worth (in Rs. cr)
1	2017-18	
2	2018-19	
3	2019-20	

Name of the Authorized Signatory

Designation:

Name of the Firm :-----

(Signature of the CA and Seal of the Firm)



12.6 FORM 5 : Format of Power of Attorney for Authorized Representative

(On a Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Msson / daughter / wife and presently residing at ... who is presently employed with / retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection for the { Assignment name}, being undertaken by Sagarmala Development Company Limited (the "Client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information / responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and / or upon award thereof to us till the entering into of the Contract with the Client.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER

OF ATTORNEY ON THIS ... DAY OF....., 20**

For ...

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed



Request for Proposal (RFP) for Engagement of an Agency/Consultant for setting up a Social Media & Multi-Media Communication Hub



The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



12.7 Form 6: Declaration for No Conflict of Interest

It is certified that as on date We including our associates have no conflict of interest, with any other organization, department or party(ies) with respect to the nature of work we (the Agency/Firm) are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the Client.

Signature of Authorized Person _____

Date: _____

Name _____

Designation _____

Place: _____

Stamp _____



12.8 Form 7: Undertaking for not being blacklisted and/or barred due to fraudulent activities and declaration of ineligibility for corrupt or fraudulent practices

We do hereby undertake that we / any or any of our sister concerns have not been blacklisted and/or barred by any central/state government department/organization or public sector undertaking or any regulatory institution due to any criminal & Cyber offence/ fraudulent practices nor have been declared ineligible for corrupt or fraudulent practices.

Signature of Authorized Person _____

Name _____

Date: _____

Designation _____

Place: _____

Stamp _____

12.9 Form 8: Integrity Pact

Between

Sagarmala Development Company Ltd (SDCL) hereinafter referred to as "**The Principal**",

and

..... hereinafter referred to as "**The Bidder**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the JPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage

of any kind whatsoever during the tender process or during the execution of the contract. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (b) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant JPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (c) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (e) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

- (1) If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD, SDCL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential information' and of 'Absence of Conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD, SDCL and rescues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate **action**.
- (7) The Monitor will submit a written report to the MD, SDCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic **situations**.
- (8) If the Monitor has reported to the MD, SDCL, a substantiated suspicion of an offence under relevant JPC/ PC Act, and the MD, SDCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD of SDCL.



Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For & On behalf of the Principal

For & On behalf of Bidder/
Contractor

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness -1

Witness-2

Name:

Name:

Address:

Address:

12.10 Form 9: Format for CV

S. No.	Detail	Response
1	Proposed Position	
2	Name of the Firm	
3	Name of the Staff	
4	Date of Birth	
5	Education	
6		
7		
8		
9	Professional Memberships/Associations/Societies, if any	
10	No. of years of Experience	
11	Summary of Key Training, Certifications	
12	Language Proficiency	
13	Employment Record	1
14		2
15		3
16	Details of Tasks Assigned	
17	Highlight a Similar Project/Assignment Handled (also refer clause 6.2.4 in case of CV of Team Leader)	
(a)		Project/Assignment
(b)		Client
(c)		Key Project Features
(d)		Locations of the project
(e)		Designation
(f)		Roles and Responsibilities



12.11 Form 10: Self Declaration about the Number of people on pay roll on Company's Letter

“Self-Declaration certificate about the number of people on Pay roll”

It is to certify that the organization has a total strength of ---- people which are employed directly on the company pay roll.

Signature of Authorized Person _____

Date: _____

Name _____

Designation _____

Place: _____

Stamp _____

Note: Documentary proof of Bank Statement to be furnished alongwith this declaration showing the salary transfer to the employees

Or

CA certificate showing the employees strength



12.12 Form 11: Self Declaration with respect to prior experience of the Bidder in Managing Social Media (FB, Instagram, Twitter etc)- refer clause 3.5 and clause 6.2.3

This is to certify that M/s -----has managed ----- (FB, Instagram, Twitter LinkedIn etc) for Government/Semi Government/Public Listed Organizations with atleast ----- lac followers/persons/liking/reviewing the content on a topic of a page in last five years.

Signature of Authorized Person _____

Date: _____

Name _____

Designation _____

Place: _____

Stamp _____

Note: Attached the screenshots / other Documentary proof to substantiate number of followers/persons/Like/reviewing the content.



12.13 Form -12: Bid Securing Declaration

[Location, Date]

To:

**Company Secretary,
Sagarmala Development Company Limited,
1st Floor, Thapar House, Gate No. 2
124, Janpath, New Delhi – 110001**

Subject : Request for Proposal (RFP) for Engagement of an Agency/Consultant for setting up a Social Media & Multi-Media Communication Hub

Dear Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Proposal during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Proposal by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal

13. Financial Bid

To be filled online only as BoQ in excel format

Format for Financial Bid						
S.N O	Positions	No. of Personnel	Total Man- months Required	Unit	Rate per unit (Rs)	Amount (in Rs)
1	Project Manager Cum Team Leader	1	24	Man-Month		0
2	Associate Project Manager	1	24	Man-Month		0
3	Social Media Content Writer (English)	3	72	Man-Month		0
4	Social Media Content Writer (Hindi)	2	48	Man-Month		0
5	Social Media Analyst/Monitoring Expert	1	24	Man-Month		0
6	Social Media Response Manager	1	24	Man-Month		0
7	Online Research Professional	1	24	Man-Month		0
8	Graphic Designers	2	48	Man-Month		0
9	Video Editors	1	24	Man-Month		0
10	Photographers	1	24	Man-Month		0
11	Videographers	1	24	Man-Month		0
Cost of Financial Bid						
GST						
Total Cost of Financial Bid						

14. SCOPE OF WORK:

14.1 Social Media Communication

- (1) Set up a complete Social Media Hub, Online Media Communication and Research Centre for the Ministry of Ports, Shipping and Waterways.
- (2) Establish complete Social Media Management Ecosystem by deploying requisite specific number of persons having requisite listed qualifications and skill-set who can do research, gather, collate and post content on Social Media Websites, take professional photographs and videos under the supervision of the Ministry of Ports, Shipping and Waterways.
- (3) Chart out a detailed Social Media strategy and research objectives that would meet all the key objectives of Ministry of Ports, Shipping and Waterways.
- (4) Manage Facebook, Twitter, Instagram, YouTube, LinkedIn and other social media activities handles for the Ministry of Ports, Shipping and Waterways.
- (5) Implementing and rolling out activities as per scheduled media and branding plan
- (6) Generate buzz about the ministry, its activities programs, projects and initiatives and engage with citizens on a continuous basis over its initiatives
- (7) Round the clock monitoring of Social Media sites, updating, analyzing social media trends, moderation and intervention as and when required.
- (8) Providing Feedback/Comment ,progress report management on regular basis and moderation of pages on regular basis and to keep the Social Media sites free from spam, advertisements, inappropriate contents and undesired tagging etc.
- (9) Manage response of Social Media platforms by setting up standard response management processes.
- (10) Create Live interaction with the Hon'ble Ministers and Officials of the Ministry of Ports, Shipping and Waterways as desired from time to time.
- (11) Video record interviews, events and edit the same properly for the use of Social Media and other online platforms.
- (12) Conduct creation and repackaging of content (Videos, Photographs and other multi-media creatives) into suitable formats (video packages and others).
- (13) Uploading of repackaged and creative content on various social media platforms such as Facebook, YouTube, LinkedIn, Twitter, Instagram etc.
- (14) Agency/Consultant will be responsible for enhancement of the reach of the messages and news about the ministry on various social media platforms.
- (15) The Agency/Consultant should be able to develop interesting and innovative content, campaigns, competitions etc. so as to have proper engagement strategy optimized for various social media platforms to enhance the reach of content.

- (16) Provide detailed analysis about Social Media activities
- (17) Ensure that posts/comments made by the public on all the Social Media platforms of Ministry of Ports, Shipping and Waterways are monitored in real-time basis and is brought to notice of designated official of the ministry on daily basis.
- (18) Use appropriate CRM to track relevant Social Media handles and monitor the following:
 - (a) Social Media Sentiments
 - (b) Overall trends on various social media platforms
 - (c) Message Monitoring: this will help in understanding overall Social Media Response to a message, tweet or data
 - (d) To generate reports in various formats like graphs, charts etc.
 - (e) Analyze various activities into problematic and non-problematic categories based on various types of keywords (such as negative keywords like Violence, Holocaust etc.)
- (19) Enhance Audience engagement on all Social Media platforms through designing and implementing contests, campaigns, promotions etc. Generate buzz about Ministry of Ports, Shipping and Waterways, its major infrastructural projects, etc. and engage citizens over the initiatives of Ministry of Ports, Shipping and Waterways..
- (20) Training, Skill-upgradation and capacity building of the officers of various departments within the Ministry of Ports, Shipping and Waterways to handle Social Media sites through, but not limited to, lecture, seminar, workshop, classroom, and online teaching.
- (21) Should have credible contingency plan to effectively handle emergencies and crisis.
- (22) Agency/Consultant would also be responsible for advertising of Ministers and Ministry's various projects, initiatives, achievements, policy implementations and related activities on the Social Media platforms.
- (23) The Agency/Consultant will be responsible for creating and releasing digital advertisements and create campaigns on Social Media sites, websites empaneled by DAVP/Onboarding . The Agency/Consultant should be able to provide documents in support of carrying out digital campaigns in Social Media as well as leading web portals.
- (24) The Agency/Consultant should be able to provide Pre and Post Establishment Support: Any kind of support with regard to smooth functioning of hardware/equipment, software development
- (25) The Agency/Consultant should provide 24x7 Technical support for Maintenance of various Social Media Platforms through in-house staff.

14.2 Multi-Media Creatives:

- (1) Create stakeholder / target audience mapping for relevant communication / content and identify brand touch points for the various programmes of MoPSW in consultation with the MoPSW. Plan should be developed for a one-year period with clear and actionable timelines.
- (2) Based on above, develop comprehensive and actionable Branding, Print, Electronic, and Outdoor & Digital plan. This should include:
 - (a) a communication and events calendar for a period of one year

- (b) Branding, Print, Electronic, Outdoor & Digital plan for one year.
 - (c) A comprehensive multi-media buying and branding budget, for a period of one year in consultation with the MoPSW. The Ministry reserves the right to make amendments to the plan as per requirement. All advertisements will be released through DAVP at applicable DAVP rates.
- (3) Creating and implementing a comprehensive branding and multi-media plan (for print, electronic, outdoor, and digital, in consultation with concerned Ministry Officials).
 - (4) Implementing and rolling out activities as per scheduled media and branding plan
 - (5) Monitoring & evaluating the roll-out of the media and branding plan on a weekly / fortnightly and monthly basis and generate required analytics and measurement reports.

15. Work schedules and responsibilities

- 15.1 The team lead and his chosen team will have to be based at the Ministry as per the arrangement decided by MoPSW. The team lead will be responsible for ensuring adequate manpower for the assigned work and need to replace personnel absent due to leave unavailability etc.
- 15.2 The team will need to follow the ministries calendar for work and will be available 24 X 7 without unauthorized absence . The penalty @ 1.5 times the applicable cost quoted in Financial Bid will be imposed for any unauthorized absence of the Team Member. Attendance will be marked as per the instruction of MoPSW and attendance will be maintained by an Authorized Official of MoPSW.
- 15.3 The team will be using location-based application for marking attendance and such reports will be submitted along with the invoices.
- 15.4 The team need to effectively engage with all concerned officials of all wings in the ministry for content creation and need to get the approval of the respective joint secretaries or his designated officials prior to publication of content
- 15.5 The team will be actively engaging with PROs of Major ports and media officials of affiliated organizations under MoPSW in creation and propagation of content.
- 15.6 The team will be actively engaged with the officials of PIB of Govt of India in drafting press statements for the ministry
- 15.7 The team will plan and execute with the concerned ministry officials specific events like inauguration, signing of MoUs, press briefing of the Minister , virtual meets etc
- 15.8 The team may hire specialized consultants /agencies after prior approvals for additional works and they will be reimbursed as per applicable DAVP rates and in case of non-availability of DAVP rates the rate will be as agreed by MoPSW.
- 15.9 The research team will be given access to Ministry's reports and documents for the purpose of content creation
- 15.10 Only working space is to be provided by MoPSW and all other equipment, software, laptops etc as normally required in such assignment will be arranged by the respective Bidders.

16.

Deliverables

The main Deliverables of the Social Media & Multimedia Teams are:

Multimedia			
#	Deliverable Type	Deliverable Details	Quantity
1	Social Media	Social Media Pages on FB, Twitter, LinkedIn, Instagram etc. Social Media Paid Campaigns (as required), regular updates, Live Videos, promotional posts, reshare/retweet, Social Media Sentiment Analysis, Message Monitoring and reporting	As Per Requirements
2	Brand Identity	Banner, Backdrops, Standees, Venue, Creative, design of envelopes, letter heads and other branded stationery with the exhibiting logo and norms of the Ministry.	
3	Brand Awareness	Advertisements-Newspaper & Magazine TVCs Radio Jingles Video Content Outdoor campaigns	
4	Online Digital	Digital Banners, Digital Media Advertisement Curated videos Web Documentaries Live casting of events through web / FB Website designing and website content updating Social Media Creatives	
5	Conferences/ Seminars	Event delegate kits, docket, mementos etc. Design of signage/hanging signages, web banners and backdrops, event specific pre-event and post-event targeted emailers. Connect with relevant content moderators and subject matter experts for any conference / webinar / Online event Stage backdrop Web and on-ground Annual / periodic conferences/meeting on key themes as per requirement and in consultation with Ministry representatives	

6	Content Creation	<p>Create content for quarterly newsletter, e-mailers, and annual reports, special features with national and international publications.</p> <p>Content to be generated as per requirement from Ministry (Digital, Print, TV, OOH, event-led, Radio Content or any other content in accordance with MoPSW.</p>	
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17. Payment Terms

- 17.1 The payment will be released to the selected bidders on a monthly basis on the submission of the invoice to SDCL alongwith the supporting documents and approval of MoPSW for release of the payment. Bidder shall submit invoice within seven (7) days of the each month.
- 17.2 No Advance payment shall be made.
- 17.3 The calculation of each month calculations will be based on the number of resources working in each month. Necessary log sheet shall be maintained for engaged resources and same has to be certified prior to submission of the invoice by the bidder.
- 17.4 Outstation Travel
- (1) Outstation travel out of Delhi NCR will be reimbursed on actuals on submission of original bills
 - (2) For outstation travel, Team Leader will be eligible for the reimbursement based on the norms as applicable for Deputy Secretary, MoPSW whereas all other team members will be eligible for reimbursement based on the norms as applicable for Under Secretary, MoPSW.

18. List of Resources Required

S.No.	Job Profile	No. of Resources	Required Experience
1	Project Manager Cum Team Leader	1	Graduate/Post Graduate Degree with Minimum 8 years of experience in Social Media/Multimedia and project Management
2	Associate Project Manager	1	Graduate/Post Graduate Degree with Minimum 5 years of experience in Social Media/Multimedia and Project Management

3	Social Media Content Writer (English)	3	Graduate/Post Graduate Degree in Social Science/English/Journalism/Mass Communications with minimum 5 years of experience in Content Writing (English)
4	Social Media Content Writer (Hindi)	2	Graduate/Post Graduate Degree in Hindi/Social Science/Journalism/Mass Communications with minimum 5 years of experience in Hindi Content Writing
5	Social Media Monitoring Expert(Analyst)	1	Graduate/Post Graduate Degree with minimum 3 years of experience in Analytics
6	Social Media Response Manager	1	Graduate/Post Graduate Degree with minimum 3 years of experience in Social Media Management
7	Online Professional Research with experience in maritime sector	1	Research Professional: Graduate/Post Graduate Degree with minimum 5 years of experience in Maritime Sector
8	Graphic Designers	2	Diploma/Degree in Graphic Design/Multimedia/Animations with minimum 3 years of experience
9	Video Editors	1	Diploma/Degree in Video/Film Editing/Video Editing with minimum 3 years of experience
10	Photographers	1	Minimum 3 years of experience in photography and photo-editing
11	Videographers	1	Minimum 3 years of experience in Videography/Film Making/Video Production/Cinematography

19. Performance Benchmarking

- (a) For Social Media, the performance will be measured in terms of the following benchmarks:
- (i) The objective is to popularize MoPSW and to facilitate better social media engagement by publishing at least 3 engaging videos and 40 designs every month
 - (ii) For various Social Media platforms, the following benchmarks to be kept as target:

Social Media Platforms	Total No. of Likes/Followers to be achieved in:	
	First Year	Second Year
Facebook	30,000	50000
Twitter	10,000	15,000
LinkedIn	1000	2000
Instagram	5,000	10000
YouTube	5,000	10,000

- (b) For Multimedia publicity, the team has to deliver all the multimedia creatives as required by MoPSW.

20. Competent Authority’s Right to vary items/activities at the time of awards

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.

21. Arbitration

- (1) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, MoPSW, Government of India may appoint an arbitrator, which would be accepted by the Agency/Consultant. The decision of the arbitrator would be final and binding on both the parties.
- (2) It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- (3) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

22. Applicable Law

This contract, including all matters connected with this contract, 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 High Court of Delhi, if required.

23. Force Majeure

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

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

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

24. Failure and Termination Clause

Time and date of delivery and period of execution shall be essence of the contract. If the Agency/Consultant 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, MoPSW/SDCL, Government of India may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- (1) Cancel the contract or a portion thereof by serving prior notice to the Agency/Consultant.
- (2) Ministry of Ports, Shipping and Waterways 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 Government of India or take any other action as deemed necessary.

25. Agency Code of Conducts an Business Ethics

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



(1) Bribery and Corruption

Agencies/Consultants 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.

(2) Integrity, Indemnity and Limitation

Agencies/Consultants shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the Ministry and Government of India. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of Government of India. For avoidance of doubts, no rights shall accrue to the Agency/Consultant in relation to such business/contract and Government of India or any entity thereof shall not have or incur any obligation in respect thereof. The Agency/Consultant shall indemnify Government of India in respect of any loss or damage suffered by Government of India on account of such fraud, misrepresentation or suspension of material facts. The agency/consultant will be solely responsible for the omission and commission of the employees deployed by them.

26. Communication

All communications during the tenure of the assigned shall be addressed to

(a) For SDCL

**Company Secretary,
Sagarmala Development Company Limited,
1st Floor, Thapar House, Gate No. 2
124, Janpath, New Delhi – 110001**

(b) For the Agency/Consultant



27. Format of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank

Guarantee: Date:

Dear Sir,

In consideration of Sagarmala Development Company Limited (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at <address> (hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client’s Contract Letter of Award No. <reference> dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at INR [amount in figures and words] for (Scope of Work) (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee amounting to INR [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of INR [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.



The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant / the Bank or any absorption, merger or amalgamation of the Consultant / the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to INR [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day <month> of <year> in ('yyyy' format) at <place>.

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Note

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued either by a bank (Nationalized / Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.