

**NATIONAL SCHOOL OF DRAMA**

**RFP FOR SELECTION OF  
MEDIA AGENCY FOR**

**Social Media Management of the National School of Drama (NSD)**

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## SECTION 1: INVITATION FOR PROPOSAL

### 1.1 INTRODUCTION

#### **Background**

1.1.a. The National School of Drama is one of the foremost theatre training institutions in the world and the only one of its kind in India. NSD is fully financed by the Ministry of Culture, Government of India. NSD is looking for a well-established, professional Public Relations & Media Coordination Agency for its Public Relations & Media Coordination Activities.

1.1.b. In pursuance of the above, the NSD has decided to carry out the process for selection of a Consultant Agency in accordance with the Scope of Work and Deliverables mentioned in this Tender document.

#### **1.1.c. Due diligence by Applicants**

Applicants are required to make themselves fully aware of present social media engagement of NSD and prepare a road map for further enhancing the social media engagement to create an interaction & goodwill through creating awareness about NSD and approach towards various topical issues. They should also propose suitable monitoring mechanism so that NSD remains updated on the trends of discussion and important issues of interest to India which are under discussion in the sphere of social media.

#### **1.1.d. Sale of Tender Document**

Tender document will be made available to the applicants as per schedule details at 1.1g. The applicants are required to pay a fee of Rs. 1,000/- (Rupees One thousand only) in the form of a demand draft drawn on any Scheduled Bank in India in favour of "**Director, National School of Drama**" and payable at **New Delhi**.

#### **1.1.e. Validity of the Proposal**

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "**PDD**")/last date of submission of proposal.

#### **1.1.f. Brief description of the Selection Process: Quality-cum-Cost Basis Selection Process (QCBS)**

The NSD has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out, based on this technical evaluation, a list of short-listed applicants shall be prepared who scores 60% and above. In the second stage, financial evaluation will be carried out and the Lowest Bidder (L1) will be considered for **Award of Work**.

1.1.g. Data Sheet/Schedule of Selection Process

S.No.	Event Description	Date
1	Date of publication of the RFP on website www.nsd.gov.in&https://eprocure.gov.in/epublish/app;	25.06.2021 at 11:00 a.m.
2	Last date & time of receipt of application	16.07.2021 till 03:00 p.m.
3	Display list of agencies qualified for the Bidding process	Will be shared on website www.nsd.gov.in
4	Creative/strategy presentation and submission of Financial Bids	Date will be shared on website www.nsd.gov.in
5	Display list of Technically Qualified Applicants	List will be shared on website www.nsd.gov.in
6	Opening of Financial Bids	Date will be shared on website www.nsd.gov.in

**NOTE :-** Bid fee and EMD should be submitted separately in form of Demand Draft in favour of National School of Drama, New Delhi, payable at New Delhi.

**1.2. Goals and Objectives:**

The broad objectives that the NSD aims to achieve through the proposed project are:

1.2.a. Establish a mechanism so that officials in the NSD can gather useful and credible information on activities of NSD trending on social media at the local, regional at national and international level.

1.2.b. Enhance and sustain NSD's effective presence on social media through innovative social media applications and outreach activities to engage a wider audience, both local and global.

1.2.c. Integrate various social media platforms of NSD and provide a new outlook to NSD's social media presence and to help make its strong presence in social media.

1.2.d. Increase in the number of applicants for admission to the Three Year Diploma Course in Dramatics.

1.2.e. Increase in the participation of number of theatre & related allied arts aspirants in the workshops conducted by NSD.

1.2.f. Increase number of spectators during NSD' theatre performances including students public performances/ theatre productions, Repertory & T.I.E. Co theatre productions in the public domain or within NSD campus.

1.2.g. Identifying various modes for communication and platforms for maximizing engagements with the mapped target audience.

### **1.3.Invitation to Applicants**

1.3.a. The invitation is for Selection of a Media Agency/ Firm for Media Management of NSD.

1.3.b. NSD may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of NSD and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

## **SECTION 2: SCOPE OF WORK**

The broad scope of work is as follows:

2.1. Understand the NSD's current social media landscape and chart out a detailed social media strategy that would meet all the key objectives for the NSD. Identify a list of key performance indicators that will help NSD track the performance of its social media efforts. Integrate various social media platforms of NSD and prepare a comprehensive Social Media Guidelines document.

2.2. Enhance audience engagement on all social media channels through designing and implementing contests, campaigns & promotions, etc. Generate buzz about NSD activities and engage citizens over NSD initiatives.

2.3. Enhancing reach of messages and on other activities on various social media platforms through non-paid media so that the content would reach to the last mile on internet domain in real time basis.

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

2.5. Reshaping of content provided by NSD for generating greater social media impact.

2.6. Feedback/ Comment Management on regular basis, moderation of pages on regular basis to keep the social media site free from spam/ advertisement/ inappropriate contents, appropriate tagging etc.

2.7. Manage response from NSD on social accounts through setting up standard response management processes. Monitoring to be done using proper tracking mechanism to track conversations relating to NSD

2.8. Regular monitoring, feedback and reporting of the relevant trends (as identified in consultation with NSD) on social media sites including sites in major foreign and Indian languages.

2.9. Identify & Monitor Key country-specific social media influencers create regular analytical reports highlighting emerging trends.

2.10. Run (#) Hashtag based discussion frequently with Twitter/ Facebook users, frequently.

2.11. Maintenance of all the relevant Data having proper storage/ backup/ recovery facility.

2.12. One professional well versed in handling Social Media should be station at NSD.

### **SECTION 3: INSTRUCTIONS TO APPLICANTS**

#### **3.1. Conflict of Interest and confidentiality:**

The Consultant Agency, its Sub-Consultants, Associates etc. associated with this project shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to any reports, data, design software or other material, third party reports, campaigns, any information shared by NSD in respect of this project whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the

foregoing that is provided by the NSD to the Consultant Agency, its Sub-Consultants and the Personnel, Associates etc.; any information provided by or relating to the NSD, its technology, technical processes, business affairs or finances or any information relating to the NSD's employees, officers or other professionals or suppliers, customers, or contractors of the NSD; and any other information which the Consultant Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement

{**"Confidential Information"**}), without the prior written consent of the NSD. Notwithstanding the aforesaid, the Consultant Agency, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

was in the public domain prior to its delivery to the Consultant Agency, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant Agency, its Sub-Consultants and the Personnel of either of them;

was obtained from a third party with no known duty to maintain its confidentiality;

is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant Agency, its Sub-Consultants and the Personnel of either of them shall give the NSD, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

is provided to the professional advisers, agents, auditors or representatives of the Consultant Agency or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant Agency or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

**3.2. Validity of Proposal: 120 days,** NSD reserves the right to reject a proposal valid for a shorter period as non-responsive.

**3.3. Right to Accept or Reject any Proposal:** NSD reserves the right to annul the Tendering process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant (s) of the grounds for such decision.

**3.4. Fraud & Corruption:** It is required that the Applicants submitting Proposal and Consultancy Agency selected through this Tender document must observe the highest standards of ethics during the process of selection and during the performance and execution of Contract.

For this purpose, definitions of the terms are set forth as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NSD or its personnel in Contract executions.

"Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a Contract, and includes collusive practice among Applicants (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive NSD of the benefits of free and open competition.

"Unfair trade practice" Means supply of services different from what is ordered on, or change in the Scope of Work.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

NSD will reject a proposal for award, if it determines that the Applicants recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

NSD will declare an Applicant ineligible, either indefinitely or for a stated period of time, for awarding the Contract, if it at any time determines that Applicant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Contract.

**3.5. Clarifications & amendments of Tender Notice:** During the process of evaluation of Proposals, NSD may, at its discretion, ask Applicants for clarifications on their proposal. The Applicants are required to respond within the prescribed time-frame. NSD may for any reason, modify the Tender document before the date of submission of proposal. The amendment(s) to the Tender document would be clearly spelt out and the Applicants may be given sufficient time to amend their proposal due to such modifications.

**Email: [nationalschoolofdrama@nsd.gov.in](mailto:nationalschoolofdrama@nsd.gov.in)**

**3.6. Earnest Money Deposit (EMD):** The Applicant shall furnish an Earnest Money Deposit (EMD) amounting to Rs. 1,00,000 /- (Rs. One Lakhs Only).The EMD shall be in Indian Rupees and shall be in the form of Demand Draft from any of the Nationalized / Scheduled Bank in favour of **National School of Drama, New Delhi, payable at New Delhi**. The earnest money of unsuccessful Applicants shall be refunded after final award of Contract. EMD of the successful

Applicant will be released after the Applicant signs the final agreement and furnishes the **Performance Bank Guarantee (PBG)** / Demand Draft of the 3% of the total value of the cost of tender for the one year. The Earnest Money will be forfeited on account of one or more of the following reasons:

Applicant withdraws the Proposal during the validity period specified in Tender document.

Applicant does not respond to requests for clarification of its Proposal.

Applicant fails to provide required information during the evaluation process or is found to be non-responsive.

In case of a successful Applicant, fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

**Note: MSME registered firm shall be exempted for submission of EMD as GFR rule / Govt. guidelines in vogue. Bid security declaration is required to submit as stipulated by GOI guidelines.**

**3.7. Preparation of Proposal:** The Applicant must comply with the following instructions during preparation of Proposals:

3.7.a. The Applicant is expected to carefully examine guidelines, terms and condition and formats of all the instructions, the Tender document. Failure to furnish all the necessary information as required by the Tender document or submission of a proposal not substantially responsive to all the requirements of the Tender document shall be at Bidder's own risk and may be liable for rejection.

3.7.b. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.

3.7.c. The Proposal shall be in indelible ink and shall be signed by the Applicants or duly authorized person(s) to bind the Applicant to the Contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.

3.7.d. In addition to the identification, the envelopes containing the Proposal shall mention the name, address and telephone number / email address of the Applicant to enable the Proposal to be returned in case it is declared late pursuant, and for matching purposes.

3.7.e. Proposals in any other form except physical form received by hand/ post shall be treated as defective, invalid and rejected. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.

3.7.f. No Applicant is allowed to modify, substitute, or withdraw the proposal after its submission.

**3.8. Pre-bid Meeting:** A prospective Applicant, requiring a clarification on the Tender document shall notify NSD via email to (registrarnsd@gov.in) within the time-frame as indicated in the Data Sheet.

NSD shall conduct Pre-bid Meeting at its Office as per Data Sheet detailed at 1.1.g. to address the submitted queries. Response to the queries and any resulting amendments shall be intimated to the Applicants via email/fax.

**3.9. Submission of Proposal:** Applicants shall submit their Proposals at the office address on or before the Proposed Due Date (PDD) / last date and time for receipt of proposals mentioned in Data Sheet (as scheduled indicated in tender).

3.9.a. Proposals shall be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.

3.9.b. Applicant shall be required to submit 2 hard copies (1 Original + 1 Duplicate) of the complete proposal.

3.9.c. Every page of the documents submitted by the Applicant must be duly signed by the authorized signatory of the Firm / Company along with the Agency's seal.

**3.10. Format of Proposal** should be as per following:

**3.10.a. Pre-Qualification Proposal** - The envelope containing Pre-Qualification Proposal shall be sealed and superscripted "Pre-Qualification Proposal - Selection of Consultant Agency for Media Management of NSD" shall be submitted as part of the Technical Proposal. (along with bid fee).

**3.10.b. Technical Proposal-** The envelope containing Technical Proposal shall be sealed and superscripted "Technical Proposal - Selection of Consultant Agency for Media Management of NSD" shall be submitted as part of the Technical Proposal. (along with bid fee).

**Separate envelope to be used for both Pre-Qualification Proposal & Technical Proposal.**

**3.10.c. Financial Proposal-** The envelope containing Financial Proposal shall be sealed and superscripted "Financial Proposal - Selection of Consultant Agency for Media Management of the NSD". Form- IC and Form-2C shall be submitted as part of the Financial Proposal. Bidder must provide a single quotation for all-inclusive fee (including incidental expenses and taxes) to be charged for the assignment. No incidental expenses will be reimbursed.

**3.11. Payment Terms:** NSD will make monthly payment to the Consultant Agency. The quantum of work may vary from month to month; therefore, the Consultant Agency should submit their proposal keeping in mind this aspect. **However, if NSD asks for additional services which is explicitly beyond the scope of work but related to this project, it may pay on actuals. These works may include RT on Twitter, Like and share in Twitter, Facebook, Instagram and any other social media platform. This will come under the purview of paid media and NSD will make payments accordingly to the agency. However, the Consultant Agency will be required to justify its claim for the additional work given and should have a written approval of the same from competent authorities from NSD.**

**3.12. Renewal of the contract:** The selected Agency shall begin Social Media Management for NSD within 30 days of the signing of the Contract, and the contract will be initially valid for 1 year. This contract can be extended / renewed for more year based on the satisfactory performance of the Agency at the discretion of the employer, without any increase in the fee/ remuneration.

## **CRITERIA FOR EVALUATION**

The objective of the evaluation process is to evaluate the bids to select an effective and best fit Service at a competitive price. The evaluation will be undertaken by Technical Evaluation Committee (TEC). The decision of TEC shall be final.

TEC will scrutinize the bid submitted to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format. TEC may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. The competitive bids shall be evaluated in the following stages:

Stage 1 – Pre-Qualification (PQ) Criteria

Stage 2 – Technical Qualification Criteria (Technical Bid)

Stage 3 – Commercial Bid

Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

### **STAGE 1 – PRE-QUALIFICATION (PQ) CRITERIA**

TEC will evaluate the Bidders on each criteria separately and satisfy itself beyond doubt on the Bidder’s ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria as brought out in table below will only be considered as “Qualified under Stage 1” of evaluation and will be considered for evaluation under Stage-2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on declaration of Successful Bidder. It is therefore advised that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below in separate envelope marked as “**Pre-Qualification -Stage 1**”.

#### **PRE-QUALIFICATION - STAGE 1**

<b>S. No.</b>	<b>Prequalification Criteria</b>	<b>Proof required</b>
1.	<p><b><u>Overall Turnover</u></b> Bidder should have an average turnover of at least INR 1 Crore from the last 3 financial years (FY 2017-18, 2018-19, 2019-20) from Social Media Management Business.</p>	<p>Audited financial statements (reflecting overall turnover)/ annual report containing financial statement Or A certificate duly certified by the statutory auditor/CA of the bidder clearly mentioning the average annual turnover of the bidder from Social Media management/ PR activities</p>
2.	<p><b><u>Social Media Management Experience</u></b> In the last 3 years, Firm/Agency must have completed 3 projects in Social Platform Management for any Central Government, PSU, State Government organisations. (no private sector organisations)</p>	<p>Client Work Order/ Client certificate clearly mentioning the scope of work under Social Media Management. The bidder should mention the total cost of each project separately.  **Only completed work will be considered for evaluation. In case of ongoing, the work order start date should be two years before the date the tender.</p>

	<b><u>Experience in content creations/ response management:</u></b> Firm or Agency Should have successfully handled Social platform related work (Content creation and response management) like Facebook /Twitter handle for more than 2 years for atleast 1 reputed organization, Govt. or PSU	
3.	Bidder should have a positive Net Worth as on 31 <sup>st</sup> March 2020 or at the closing of the previous financial year.	Statutory Auditor's certificate or documentary proof justifying the net worth such as certificate issued by Bank.
4.	Bidder should have a valid GST and Income Tax returns and PAN card.	Copy of GST, Copy of Income Tax returns, Copy of PAN card
5.	As on date of submission of the bid, the bidder should not be blacklisted by any Government entity in India	Certificate duly signed by authorised signatory.
6.	<b><u>Presence in Delhi-NCR</u></b> Bidder must have its core team of key personnel based out of Delhi NCR, and this includes Creative / Strategy/ Servicing/ Social Media/ Digital/ Mobile team.	Undertaking from authorized representative

**Note:**

Bidders need to ensure compliance to all the eligibility criteria points. The decision of the TEC shall be final and binding in this regard.

The Bidders meeting all eligibility criteria of Stage-1 will be shortlisted for the Stage-2– Technical Proposal Evaluation.

**STAGE 2 – TECHNICAL QUALIFICATION CRITERIA (TECHNICAL BID)**

This evaluation will be carried out on a total score of 100 based on the following evaluation parameters defined in this section. The evaluation methodology is further broken down into sub areas as under. All experience related with PSU or Govt. organization will be considered for marking.

S.NO.	Evaluation Criteria	Description	Maximum Marks
1.	<b>Turnover of the Bidder</b> Average Turnover of the Bidder in FY (2017-18), (2018-19), (2019-20), from Social Platform Management.	Turnover ≥ 1 Cr. < 1.5 Cr. = 05 marks ≥ 1.5 Cr. < 3 Cr. = 10 marks ≥ 3Cr = 15marks	15
2.	<b>Social Media Management Experience</b> Minimum 3 major projects in Social Platform Management <b>Experience in content creations/ response management</b>	Projects Minimum 3 Projects = 10 marks and 1 Mark added for each project additionally completed.	15
3.	Personal deputed for Social Media at NSD Office (Onsite and Offsite)	<b>Manpower</b> <b>1. Client Servicing Head – MBA/</b> Masters degree in Literature/ Journalism/ Public Relations/ Communication or equivalent with 2 years’ experience of Social Media Management – 5 Marks  <b>2. Copy/ Content Writer-</b> Bachelor/ Masters degree in Literature/ Journalism/ Public Relations/ Communication or equivalent with 5 years’ experience and 3 years experience in PR works and with 1 year in the Organisation – 5 Marks  <b>3. Visual Media Expert-</b> Bachelor/Masters degree in Journalism/Public Relations/ Communication or equivalent with 5 years’ experience and 3 years experience in visual media/TV and with 1 year in the Organisation – 5 Marks  <b>Note:</b> mark for each additional year of experience– 5 Marks	20
4.	Power Point Presentation (15mins) by displaying the Strategy, Strength, Approach & Methodology etc. including but not limited to the following	NSD will intimate the agency for presentation by displaying the notice on NSD website.	50

	<p>details:</p> <p>Evaluation of NSD Social Media Presence (within India and Global Presence)  Proposed brand vision and Social Media management with digital marketing strategy  Ideas / Strategic initiatives that could be taken up as part of its initiatives Innovative ideas, Creativity suggestions and Content Development Strategy  Plan for increasing Following/ Likes for Social Media  Monitor the performance of campaign and generate campaign performance report.</p> <p>Comments on the Scope of Work  Best practices / examples of initiatives used by Governments in India/around the world  [Presentation will be required by bidder]</p>		
	Total Marks		100

Any critical noncompliance/deviations may lead to disqualification of the Bidder.

Bidder has to achieve 60% of the total technical score to qualify for stage 3 assessment. Only those bidders who qualify through the Stage 2 - Technical evaluation stage will be short listed for commercial evaluation.

In addition, TEC may, at its sole discretion decide to seek more information from the bidders in order to normalize the bids.

**PRESENTATION**

The bidders meeting the eligibility criteria may be required to make a presentation of the technical bid submitted by them in order to determine whether the bidders are substantially responsive to the requirements set forth in the RFP. The presentation should be in line with the requirements specified in Technical Evaluation Criteria in the RFP. The eligible bidders would be intimated of the time and venue of the presentation through email. Followed by the

presentation, the Evaluation Committee (EC) will undertake a detailed evaluation of the technical bids. In order to evaluate the bids the NSD will examine the information supplied by the bidders in their technical bids and the presentation.

### **TECHNICAL SCORE FORMULATION**

The total technical score of the bid would comprise of scores from the Technical Bid evaluation.

These technical scores would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS (Quality and Cost based selection) based evaluation, explained in section below.

The individual bidder technical scores will be normalized as per the formula below:

$$\mathbf{T_n = T_b / T_{max} * 100}$$

Where

T<sub>n</sub> = normalized technical score for the bidder under consideration, T<sub>b</sub> = absolute technical score for the bidder under consideration, T<sub>max</sub> = maximum absolute technical score obtained by any bidder

Minimum absolute technical score to qualify for financial evaluation is 80. TEC decision in this regard shall be final and binding and no further discussion/interface will be held with the bidders whose bids are technically disqualified/ rejected.

### **STAGE 3 - COMMERCIAL BID EVALUATION**

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

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

$$\mathbf{F = 100 \times (F_m / F_b)}$$

Where,

**F<sub>b</sub>** = Evaluated amount of financial quote by the particular bidder.

**F<sub>m</sub>** = Lowest evaluated amount of financial quote by the bidder.

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

### **COMBINED AND FINAL EVALUATION (70:30)**

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

$$\text{TOTAL POINTS: } (0.7 \times \text{TN}) + (0.3 \times \text{F})$$

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

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 bids 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 bid differently from technical bid, no corrections will be allowed to the Financial bid.

After opening of financial bids the bidder will be declared eligible for award of the contract. This selected Bidder will then be invited for negotiations, if considered necessary.

### **SECTION 4: GENERAL TERMS & CONDITIONS**

**NOTE:** Applicants should read these conditions carefully and comply strictly while submitting the Proposals.

4.1. Rate shall be written both in words and figures. There should not be errors and / or over-writings and corrections, if any, should be made clearly and initialed with dates. The rates should mention elements of the service charges or any other charges separately.

4.2. Applicant shall not assign or sublet the Contract or any substantial part thereof to any other agency, without written consent of the NSD.

4.3. Direct or indirect canvassing on the part of the Applicant or his representative will lead to disqualification.

4.4. NSD reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone or more of the articles for which bid has been given or distributed to more than one Applicants.

4.5. Successful Applicant (Consultant Agency) shall not abuse the use of the Govt. Emblems and the name/ logo in any way which may deceive the public to believe unsolicited, unauthorized or unverified content. The said logos and emblems shall be used only in such manner as to provide credibility to the authentic web pages/ applications/ platforms belonging to the NSD.

4.6. The Consultant Agency shall also monitor the virtual space for any individual or organization which may be operating platforms/ applications/ web pages/ websites and deceiving the public to believe that they are in any way associated with NSD. Upon discovery of such entity, the Consultant Agency shall provide necessary information of such entity to the NSD for immediate action.

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

4.8. The Agency contract shall be immediately terminated if the NSD finds it responsible for uploading any defamatory, seditious, gender prejudiced or obscene content. The Consultant Agency shall promptly remove any content of the aforementioned malicious nature uploaded by a member of the public, and inform NSD of the same to provide NSD with the opportunity to take action against such an individual or group.

4.9. Refund of EMD: The EMD of unsuccessful Applicant shall be refunded soon after final acceptance of the successful Applicant's Proposal. Successful Applicant will have to execute an agreement in the within a period of 10 days of receipt of confirmation order and deposit security amount (Performance Bank Guarantee) equal to 3% of the tendered value (excluding taxes).

4.10. The expenses of completing and stamping the Agreement shall be paid by the selected Applicant and NSD shall be given free of charge one executed stamped counter part of the Agreement.

4.11. The applicant shall furnish the following documents at the time of submission of the bid as required to ascertain the eligibility terms.

4.12. The earnest money deposited at the time of Bid will be adjusted towards PBG. The PBG shall not be less than earnest money in any case. No interest shall be paid by NSD on PBG.

4.13. The PBG shall be refunded within two months after the expiry of Contract i.e. on satisfactory completion of the warranty period, after being satisfied that there are no dues outstanding against the Applicant.

4.14. GST, if any, as imposed from time to time will be borne by NSD.

4.15. Termination: The Contract can be terminated at any time by the NSD, if the services are not up to his satisfaction after giving an opportunity to the selected Applicant of being heard and recording of the reasons for repudiation. In case of termination of the contract / non-renewal of the contract, all data, reports, logs, methodology of operation etc. assigned for or produced for this project will become the property of NSD and the Agency will not have any claim on it.

4.16. Forfeiture of PBG: PBG in full or part may be forfeited in the following cases:

4.16.a. When any terms and conditions of the Contract are breached.

4.16.b. When the Consultant agency fails to provide services desired satisfactorily.

4.17. Notice of reasonable time will be given in case of forfeiture of PBG. The decision of NSD in this regard shall be final.

4.18. If the Consultant Agency requires an extension of time in completion of contractual service on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Agency.

4.19. Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Consultant Agency.

4.20. Any dispute, difference or disagreement whatsoever, arising between the Applicants/ Consultant and NSD, out of or relating to the construction meaning, scope, operation or effect of Project under this Tender document, or the validity or breach thereof, of Terms and Conditions or covering anything herein contained or arising out of this Tender document, shall be settled

through mutual consultation. Where such dispute, difference or disagreement cannot be settled mutually or is not resolved by mutual consultation, either interested party or may refer it to DG, NSD, who shall on such reference appoint a Sole Arbitrator, whose shall be a government servant not below the rank of Director, not connected in any manner to the activities under Tender document or the Project. The arbitration proceedings shall be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 as amended from time to time and the decision of Sole Arbitrator shall be final and binding on the parties.

4.21. The courts in Delhi shall have exclusive jurisdiction with respect to any legal dispute, difference or proceedings instituted by the Parties under this Tender document or Project.

The Consultant Agency shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" Means an event beyond the control of the Agency and not involving the Contractor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of NSD in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Consultant Agency shall promptly notify NSD in writing of such condition and the cause thereof. Unless otherwise directed by NSD in writing, the Consultant Agency continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative Means for performance not prevented by the Force Majeure event.

## **SECTION 5: OPENING OF PROPOSAL**

Technical & Financial Proposals shall be opened as per Data Schedule Sheet at NSD's Office in the presence of Applicants or their authorized representatives who choose to attend the opening of Bids.

**Note:- The selected firm will be engaged on normalization of pandemic.**

## **FORM 1: COVERING LETTER**

**[Applicants are required to submit the covering letter as given here on their letterhead]**

To,

Sub: Financial Proposal for Selection Consultant Agency for Social Media Monitoring & Management of NSD.

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of Consultant Agency for Social Media Monitoring & Management of the NSD, Government of India, New Delhi as per the Tender document.

We agree to abide by the offer for 120 days from the date of opening of the Financial Proposal and after signing of Contract our offer shall remain binding upon us till completion of the project.

We understand that NSD is not bound to accept the lowest offer and it reserves the right to reject any or all offers without assigning any reason.

Yours faithfully,

**Date Signature Designation**

**FORM 2 : COMMERCIAL BID FORMAT**

Consolidated Rate per month for a period of 2 year for Social Media Management as per Scope of work and the other terms and condition of contractor, including all taxes and expenditure.

**Rates per month (X)**

**Total Cost (X\* 24)**

**Total Cost in Words**

The above rates do not include taxes. Taxes as applicable will be paid extra by NSD.

Date

**Signature Designation**