



सत्यमेव जयते

High Commission of India
Ottawa, Canada

<https://hciottawa.gov.in/>

**TENDER NOTICE FOR HIRING SERVICES OF A PRIVATE AGENCY FOR
MANAGING EMBASSY'S ACCOUNTS/HANDLES ACROSS VARIOUS SOCIAL
MEDIA PLATFORMS**

Tender No.: OTT/INF/551/1/2019

Date: 14 August, 2020

Last date for submission of bids: 21 September, 2020 (Extended date)

High Commission of India

10 Springfield Road, Ottawa, ON, K1M1C9

**High Commission of India
Ottawa**

Tender No. OTT/INF/302/1/2014

Date: 14 August 2019

E-notice inviting tender for selection of an agency for managing Mission's accounts/handles across various social media platform (Facebook, Twitter, etc.). The tender document may be downloaded from <https://indianembassyOttawa.gov.in/Tender> and from CPP Portal – <https://eprocure.gov.in/epublish/app>.

2. The important schedules and dates are as under:

S. No.	Key event	Dates
1.	Tender publishing date	14 August 2020
2.	Bid document start date	14 August 2020
3.	Clarification start date	15 August 2020
4.	Clarification end date	30 August 2020
5.	Bid submission start date	14 August 2020
6.	Bid submission end date	21 September 2020
7.	Date of Technical bid opening	22 September 2020

3. Interested companies may submit their sealed tenders in two bid system i.e. Technical bid and Financial Bid as per Terms and Conditions of the Tender Document to High Commission of India, Ottawa at 10 Springfield Road, Ottawa, ON on or before the bid submission end date i.e. 21 September 2020 (1730 hrs).

4. Further clarifications, if any, can be sought during working days from 0900 hrs to 1500 hrs through email addressed to pic.ottawa@mea.gov.in

(Sunil Sharma)
Second Secretary (PIC)
High Commission of India
Ottawa

TENDER NOTICE

Subject: Selection of an agency for managing Mission's accounts/handles across various social media platform

High Commission of India in Canada is considering selection of an agency for management of Mission's accounts/handles across various social media platform viz. Facebook, Twitter, etc.

(A) Scope of work

- (i) To develop a strategy to enhance Mission's presence on social media (Mission's Social Media handles on Facebook, Twitter, etc.) and to engage a wider audience.
- (ii) Managing response from Mission on social media accounts in respect of issues/topics identified through social media analysis
- (iii) To produce quality content such as graphics, short videos, GIFs, PowerPoint presentations, animations for use on the social media platforms of the Mission.
- (iv) The content created has to be edited/uploaded on Mission's Social Media/YouTube handles as per Mission's requirement on immediate basis.
- (v) Ability to convert all kinds of content (video/audio/files) from one format to another for given assignments as and when required by the Mission.
- (vi) 24x7 Social Media management and analysis with on-site support.
- (vii) Editing and uploading of the content created, on Mission's social media platforms on immediate basis.
- (viii) Promoting Mission's events and activities on social media.
- (ix) Coverage of events (both in and out of Ottawa) as and when required by the Mission to shoot short videos for dissemination through social media.
- (x) Implementation of any new social media initiatives/modules etc. as and when required by the Mission.

2. Validity of Contract: The work would be assigned initially for a period of 1 year.

3. A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 22 September, 2020 at 1100 hrs at Head of Chancery's office in High Commission of India, Ottawa at 10 Springfield Road, Ottawa, K1M1C9, in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated for compliance with technical parameters, and successful bidders will be identified.

(B) Minimum Eligibility Criteria:

1. **Earnest Money Deposit (EMD) of Canadian Dollars 300.00** in the form of **Demand Draft/Bank Guarantee** in favour of High Commission of India, Ottawa.

2. The agency should be registered with the Ministry of Innovations, Science and Development Canada and should hold valid HST/GST number..

3. The agency should have a minimum experience of three years in the field of Social Media Management, analysis, working in conjunction with local Ministries/ Departments/private organizations of repute. Canadian corporations which have an Indian corporation under the same management can include the experience and turnover of their Indian entity.

4. The annual turnover of the agency should be at least 200K Canadian dollars during each of the last three years.

5. The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the firm or its owner or partners anywhere in Canada.

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

(C) Submission of bids:

i. Tender is invited in two parts i.e. (i) Technical Bid (containing Bid Security Deposit) and (ii) Financial Bid.

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

Financial Bid: to be submitted in the format given in **Annexure II**.

ii. Bids are to be deposited to High Commission of India, Ottawa at 10 Springfield Road, Ottawa, K1M1C9, Canada, in sealed envelopes. Both are technical bid and financial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 – Technical Bid” and “Envelope no. 2 – Financial Bid”. Both the sealed envelopes should be placed in a third larger envelope clearly mentioning. “**Technical and Financial Bid for managing Embassy’s accounts/handles across various social media platform**” and addressed to “High Commission of India, Ottawa, Canada latest by **21 September, 2020 upto 1730 hrs.** The bids will be opened at **1100 hrs on 22 September, 2020** in the High Commission of India, Ottawa.

iii. The Mission will not be responsible for any delay in receipt of bids or missing of bids while in transit/post. Bids received by email/fax will be rejected out-rightly.

(D) Technical Evaluation:

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

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

Social Media management capabilities	Dashboard for Social Media Integration (Twitter, FB, LinkedIn, Google+ etc)	5 marks (on the basis of presentation)
	Ownership of Third party softwares/Licenses held for home-grown softwares; knowledge of their usage. (eg. Coral draw, Photoshop, video/audio editing etc.)	
	Affiliation with or direct contract from social media networks such as Facebook, Twitter, Google Plus etc.	
Social media footprint increase	Strategy to increase the social media presence of Ministry (to be assessed in terms of followers periodically)	5 marks (on the basis of presentation)

	Scalability-expansion/ accommodation of new accounts of Mission	
Social Media analysis	Strategy & Resources (Human Technological) for social media analysis	5 marks (on the basis of presentati
	Creation of analytical reports & summarizing of the social med developments	
Security	Disaster management (respon management) & Data security, Safety mechanism to prevent unauthorized access to Social platforms	5 marks (on the basis of presentati
Manpower	Total manpower employed by Agency	10 marks [<= 10 = 2 marks 10<= 20 = 4 marks 20<= 30 = 6 marks 30<= 40 = 8 marks >40 = 10 marks]
Relevant experience	Experience in Social media management and analysis in Govt./Public sector in number of years (An experience of at least 3 years)	10 marks [3 =<4 = 2 marks 4 =<5 = 4 marks 5 =<6 = 6 marks 7=<8 = 8 marks >=8 = 10 marks]
	Experience in Social media management and analysis in private sector in number of years (An experience of at least 3 years)	10 marks [3 =<4 = 2 marks 4 =<5 = 4 marks 5 =<6 = 6 marks 7=<8 = 8 marks >=8 = 10 marks]
	Number of projects undertaken with/currently working with; Govt./Public sector	10 marks [1-2= 2 marks 3-4 = 4 marks 5-6 = 6 marks 7-8 = 8 marks >8 = 10 marks]
	Number of projects undertaken with/currently working with; private sector enterprises.	10 marks [1-2= 2 marks 3-4 = 4 marks 5-6 = 6 marks]

		7-8 = 8 marks >8 = 10 marks]
Turnover	Turnover of the Agency over the last three years	10 marks [C\$ 200K <= C\$ 240K = 2 marks C\$ 240K <= C\$ 280K = 4 marks C\$ 280K <= C\$ 320K = 6 marks C\$ 320K <= C\$ 360K = 8 marks > C\$ 360K = 10 marks]
TOTAL	TOTAL	100 marks

3. The minimum qualifying score shall be 70.

(E) Financial round:

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

2. The bidder/agency applying will quote their ‘**per annum (yearly) rates**’ (**exclusive of applicable taxes**). The rates shall be quoted in the pdf sheet provided with tender document. (**Annexure II**)

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

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

(F) Other Terms & Conditions:

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

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

3. Mission reserves the right to cancel, at any stage, the entire tendering bidding and withdraw the request without assigning any reason for such cancellation whatsoever. In case of such cancellation, the liability of the Mission shall be limited to return of the Earnest Money deposited by the bidder. No other claims, whatsoever, shall be entertained in this regard.

4. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the High Commission of India, Canada will in no way be held responsible or liable

for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Mission until execution of a contractual agreement.

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

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

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

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

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

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

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

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

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

14. Payment terms :

i. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.

ii. The agency who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a quarter indicating full description.

iii. In case it is required to cover events in any place outside Ottawa, the agency shall only be reimbursed for bills related to travel (to & fro from Canada to place of coverage) and

accommodation (hotel) in respect of the team sent by Mission. The agency shall have to produce receipts for the expenditures made in order to be compensated for them. The type and class of accommodations and travel arrangements shall be decided by Mission and prior approval sought.

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

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

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

17. No Subcontracting : The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner, unless otherwise separately agreed with the Mission under the work contract to be signed subsequently.

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

19. The agency selected through this tender must provide the Mission access to all the source code & material/data utilized for the fulfilment of all work under this tender

20. (a) The Contractor shall pay all royalties and license fees required for the Work provided. The Contractor represents and warrants that it has the sole and unrestricted right, title and interest or good and sufficient power, authority and right to use any intellectual property required for the completion of the Work. The Contractor shall, at its own expense, defend all claims, actions or proceedings against the Owner based on any allegation that any Work or any part of the Work performed or the supply of any material in the performance of a Contract constitutes an infringement of any trademark, patent, copyright or other proprietary right, and it shall pay to the Owner all costs, damages, charges and expenses, including its lawyers' fees on a substantial indemnity basis occasioned to the Owner by reason thereof.

(b) If, in any action or proceeding the Work or any part thereof is held to constitute an infringement any trademark, patent, copyright or other proprietary right, the Contractor shall forthwith either secure for the Owner the right to continue using the Work or shall at the Contractor's expense and with the Owner's prior written approval, replace the infringing items

with noninfringing Work or modify them so that the Work no longer infringes any such right. Failure to do so will lead to immediate cancellation of the contract.

(iii) The copyright and ownership, in totality, for all material and any intellectual property generated during the execution of the contract, shall vest with the High Commission of India, Ottawa.

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

22. **Earnest Money Deposit:** Bidders are required to submit an **Earnest Money Deposit (EMD) of C\$ 300.00** as described in **Annexure I** must be delivered to High Commission of India, Canada and reach by on or before 21 September 2020. The bid security of unsuccessful bidder will be returned to them after the award of the contract. Earnest Money Deposit with Mission for the purpose of tender will earn no interest.

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

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

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

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

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

(I) PENALTY CLAUSE :

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

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

(J)Governing Laws and Jurisdiction : This shall be construed and governed by the laws of India.

(K)Settlement of Disputes and Arbitration :

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

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

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

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

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

5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Mission of External Affairs shall have the right to suspend or terminate the Contract on the same terms and conditions

with immediate effect. In any case, the Mission shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

(M) Liquidated damages and termination:

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

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

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

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

(Sunil Sharma)
Second Secretary (PIC)
High Commission of India
Ottawa

Annexure I

S.No.	Document	File type
1.	Earnest Money Deposit (EMD) of C\$ 300.00 in the form of Demand Draft/Bank Guarantee in favour of High Commission of India, Canada	.pdf
2.	Copy of company's registration with Ministry of Commerce	.pdf
3.	Copy TVA/IF/ICF number	.pdf
4.	A list of their owners/partners etc. of the agency	.pdf
5.	Copy of certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partner anywhere in Canada	.pdf
6.	Copies of award of contracts along with Certificate of satisfactory performance from Ministries/Departments/Diplomatic Missions/private organizations of repute.	.pdf
7.	Copy of proof of qualification/additional skills in respect of the team proposed to be employed by the Agency	.pdf
8.	. Proof of Annual turnover of C\$ 200K during each of the last three years	.pdf
9.	Self-certification regarding Manpower employed by Agency	.pdf

Financial Bid Proforma

Subject: Selection of an agency for managing Mission's accounts/handles across various social media platform

1. Name of the Agency:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:
 - (a) Telephone:
 - (b) Fax:
 - (c) E-mail:

Sl. No.	Item	Charges (<i>per annum</i>)	Remarks, if any
(i)	Charges for managing Mission's accounts/handles across various social media platform [as per scope of work mentioned in para (A) of tender notice]		
	TOTAL		

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]

Annexure 21: No Claim Certificate
(On company letterhead)

To,
(Contract Executing Officer)
Procuring Entity.....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated for the supply of

We have received the sum of Rs. (Rupees..... only) in full and final settlement of all the payments due to us for the supply of under the abovementioned contract agreement, between us and Government of India. We here by unconditionally and without and reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents
on behalf of the contractor
(company stamp)

Date:
Place: