

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-12-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-12-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Employees State Insurance Corporation (esic)
Office Name/कार्यालय का नाम	Headquarters
Item Category/मद केटगरी	Hiring of Social Media Agency - Content creation, Content response and content moderation, Campaign Management, Response management/Helpdesk support, Basic reporting and analytics, Training and capacity building of internal staff, As per RFP; Hindi, ..
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	30000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director General
Headquarters, NA, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment
(Employees State Insurance Corporation)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Geographic Presence Required. Also specify the documents to be uploaded by Service Provider in Compliance of this condition.:As per RFP

Scope of Work/Creative Brief:[1733470975.pdf](#)

Minimum average turnover of service provider in last 3 years from the business of providing Social Media Management services.:[1733470980.pdf](#)

Bidder must have completed 3 major projects in social media management any State or Central Government, local bodies or any PSUs.:[1733470969.pdf](#)

Any other criteria required for eligibility/pre-qualification may be uploaded here.:[1733470994.pdf](#)

Payment Terms:[1733470983.pdf](#)

NDA format:[1733474709.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Interview Venue:It will be intimated later

Presentation Venue:ESIC Headquarters, Panchdeep Bhawan, C.I.G. Marg, New Delhi - 110002

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-12-2024 14:00:00	ESIC Headquarters, Panchdeep Bhawan, C.I.G. Marg, New Delhi - 110002

Hiring Of Social Media Agency - Content Creation, Content Response And Content Moderation, Campaign Management, Response Management/Helpdesk Support, Basic Reporting And Analytics, Training And Capacity Building Of Internal Staff, As Per RFP; Hindi, .. (24)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Social Media	Content creation , Content response and content moderation , Campaign Management , Response management/Helpdesk support , Basic reporting and analytics , Training and capacity building of internal staff , As per RFP
Language Versions	Hindi , English
Handles Required	Facebook , Twitter , Instagram , WhatsApp , YouTube , As per RFP
Addon(s)/एडऑन	
Fresh photoshoot for creating a photobank	NA
Developing video content of 1-2 minute duration with fresh shoot	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity (Number of Months for which Social Media Agency is required)	Additional Requirement/अतिरिक्त आवश्यकता
1	Pramod Kumar Singh	110002,ESIC, Panchdeep Bhavan, C.I.G. Marg,	24	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

4. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

As per the RFP, as per the decision of concerned Office or officer of ESIC

As per the RFP, as per the decision of concerned Office or officer of Ministry of Labour & Employment,

As per the RFP, as per the decision of concerned Office or officer of EPFO

As per RFP

As per RFP

.

5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Terms and Conditions

1. Additional Terms and conditions-

1.1 *Generic:*

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

1.2 *Buyer Added Bid Specific ATC:*

Buyer uploaded ATC document [Click here to view the file.](#)

1.3 *Buyer Added Bid Specific SLA:*

File Attachment [Click here to view the file.](#)

1.4 *Generic:*

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

As per the RFP, as per the decision of concerned Office or officer of ESIC

As per the RFP, as per the decision of concerned Office or officer of Ministry of Labour & Employment,

As per the RFP, as per the decision of concerned Office or officer of EPFO

As per RFP

As per RFP

.

1.5 *Generic:*

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

1.6 *Certificates:*

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

1.7 *Buyer Added Bid Specific Scope Of Work(SOW):*

File Attachment [Click here to view the file.](#)



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
Employees' State Insurance
Corporation
(Ministry of Labour & Employment, Govt. of
India)



मुख्यालय/Headquarters
पंचदीप भवन, सी. आई. जी. मार्ग, नई दिल्ली-110002
Panchdeep Bhawan, C.I.G. Marg, New Delhi -
110002
Website : <https://esic.gov.in>
Email : pr.branch-hq@esic.nic.in

Computer No.E-10039
No. E-14/16/02/2021-PR

Dated: 05.12.2024

Request for Proposal (RFP)

Employees' State Insurance Corporation (ESIC) intends to engage a 'Agency for Media' for undertaking various works as defined in the Scope of Work and subject to other terms & conditions mentioned below in this 'Request For Proposal' (RFP). The selection of agency for Media would be through an Open Tender Process on GeM.

This tender is being called through GeM process. Bidders are requested to register themselves at GeM Portal for participation,

5/12/24
Deputy Director (PR)
Headquarters'



कर्मचारी राज्य बीमा निगम
श्रम एवं रोजगार मंत्रालय, भारत सरकार)
Employees' State Insurance
Corporation
(Ministry of Labour & Employment,
Govt. of India)



मुख्यालय/Headquarters
पंचदीप भवन, सी. आई. जी. मार्ग, नई दिल्ली-110002
Panchdeep Bhawan, C.I.G. Marg, New Delhi -
110002
Website : <https://esic.gov.in>
Email : pr.branch-hq@esic.nic.in

Request for Proposal

Selection of an Agency for Media (for services related to operation and maintenance of Media and related services) for Employees State Insurance Corporation (ESIC), Ministry of Labour & Employment (MoLE), Government of India & Employees' Provident Fund Organisation (EPFO).

1. Employees' State Insurance Corporation (hereafter referred to in this RFP as "ESIC"), invites tenders through GeM Portal from reputed, experienced and financially sound agencies for carrying out the Media communication through the following:
 - i) Planning the Media communication in the long, medium and short term with time-bound, tangible and outcome based targets in consultation with ESIC.
 - ii) Timely and effective implementation of the long, medium and short term plans with constant feedback to ESIC on expected and achieved outcomes through creation and publishing of engaging, relevant and in-vogue content.
 - iii) Operationalization and maintenance of Media communication channels of the Ministry of Labour & Employment (Govt. of India), ESIC & EPFO.
2. Bidding will be received mandatorily through GeM.
3. Qualifications/ requirements and selection methodology are specified in this Request for Proposal (REP) document.
4. Bids received after the specified date shall not be considered and such Bids shall be summarily rejected.

Summary

Section I. General Information and Instructions to Bidders

This Section provides information to help bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on awarding of contracts.

Section II. Technical System Requirement

This section includes Generic and Technical requirements and scope of work of the project. This section also contains the list of services and technical specifications of the services to be provided by the successful bidder.

Section III. Enclosures

This section includes forms/documents to be submitted, duly filled up, signed and stamped by the bidders.

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SECTION -I

GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

CONTENTS

- A. SCHEDULE AND CRITICAL DATES
- B. INTENT OF THE REQUEST FOR PROPOSAL
- C. PROCEDURE AND TERMS & CONDITIONS
- D. ELIGIBILITY CRITERIA
- E. COMMERCIAL TERMS AND CONDITIONS
- F. METHOD OF EVALUATION AND AWARD

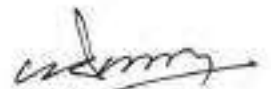
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SECTION-I (A)**SCHEDULE AND CRITICAL DATES**

The tentative schedule and critical dates of the RFP are given below:

Sl No.	EVENT	DATE
1.	Issue/upload of RFP documents on GeM	06.12.2024 (Friday)
2.	Pre bid meeting	13.12.2024 (Friday) @ 1400 Hrs
3.	Last date for submission of bid	27.12.2024 upto 1100 Hrs
4.	Venue for Opening the Technical Bids	ESIC Hqrs., C.I.G. Marg, New Delhi - 110002
5.	Opening of Technical Bids & Primary scrutiny of bids	27.12.2024 upto 1100 Hrs Within a week of opening of Technical Bids
6.	Date of Presentation for agencies who qualified after primary scrutiny	06.01.2025 (Friday) or To be intimated through ESIC web- site www.esic.gov.in
7.	Venue of Presentation for qualified agencies	ESIC Hqrs., C.I.G. Marg, New Delhi - 110002
8.	Opening of Financial Bid	13.01.2025 (Monday)
9.	Award of Work Order	Approximately one week after opening of financial bids

Note: ESIC reserves the right to amend the schedule and critical dates at any time and at any stage.



SECTION-I (B)

INTENT OF THE REQUEST FOR PROPOSAL (RFP)

The intent of the RFP is to hire an agency for providing the Media services for ESIC, Ministry of Labour & Employment (MoLE), Govt. of India and EPFO in addition to operation and maintenance of their social media communication channels.

The endeavor of it is to create "Awareness amongst Workers & Employers" about Acts/Schemes/Programs related to/benefitting Workers through pro-active engagement using Media. It aims to educate and empower workers and increase the voluntary compliance of Labour Laws besides overall increase in the beneficiary base of ESI Scheme, EPF or any such Scheme meant for Workers. It also envisages to showcase various facilities/benefits available to Workers and achievements of MoLE, ESIC & EPFO. Workers & Employers engagement is essentially a long-term relationship.

Broadly, this would include:

- Create an overall strategy for building awareness and promoting all the services/benefits provided by ESIC, EPFO and MoLE and its attached and related offices through various medium of Media.
- Conceptualize and strategies all communications to be disseminated into the media including press notes, press releases, media advisors, briefs and other communiques for media communication on all the matters concerning ESIC, EPFO, MoLE and its attached and related offices, as and when required.
- Develop a media plan including Social Media to disseminate all campaigns.
- Develop campaign content targeting Workers synchronously across different Media platforms in a symbiotic and cohesive strategy for each important campaign.
- Use analytics to understand the geographical reach, segment-wise reach, nature of complaints received through various Media platforms including Social media.
- Continuously measure the performance of the campaigns on key metrics and take appropriate measures to optimize campaign effectiveness.
- Submit periodic analysis and MIS Report to ESIC, MoLE & EPFO on the activities undertaken and effectiveness of the media strategy and to improve the same.

Duration of Appointment

The term/duration of work order shall initially be for a period of two (2) years from the date of award of the contract, extendable by a further one more year depending on the performance of the Agency as per the terms defined in this RFP and approval of ESIC. In case of renewal, it shall be under the same terms and conditions of the original work order including the proportionate financial terms, deliverables, etc. The decision of ESIC in this regard, shall be final and binding upon the Agency.



SECTION-I (C)

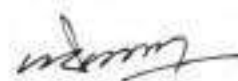
PROCEDURE AND TERMS & CONDITIONS

1. The proposal shall be submitted in **TWO BID SYSTEM** online.
2. Technical Bid should contain the following —
 - i. Documents as mentioned at Appendix - 1 duly completed, signed & stamped by the bidder, but **WITHOUT** indicating the rate quoted.

Note: Only the Technical Bid shall be opened on the date of opening the Technical Bids. If any financial rate is indicated in the Technical Bid, the tender shall be rejected out rightly.

2.1 Financial Bid should contain the following-

- i) The financial bid/rate offered by the bidder in the proforma as per Annexure D.
 - ii) Break-up of the Financial Bid.
3. (i) Bid responses/submissions must be addressed to and submitted on GeM Portal only.
(ii) The bidder shall upload a copy of Earnest Money Deposit Declaration (in the format as prescribed in **Annexure-F**). Bids without Earnest Money Deposit Declaration shall be accepted only if the bidder is exempt by Government of India rules under any category like MSME etc. However, proof of such exemption ought to be submitted along with the bid. In case of non- receipt of Earnest Money Deposit Declaration by non-exempted bidder, the tender received shall be summarily rejected.
4. That all bids shall remain valid for a period of six months from the date of opening of Technical Bid.
5. That it shall be the responsibility of the bidder to check for the updated information on the website www.esic.gov.in. ESIC reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the Bidder (s) which, in the sole opinion of ESIC, best meets its interest.
6. That ESIC reserves the right to solicit additional information from Bidders to evaluate which bid meets the need of the project the best.. Additional information may include, but is not limited to, past performance records, lists of available items of work that would be done simultaneously with the project and evaluations of personnel, or any other pertinent information.
7. That shortlisting of the agencies shall be made on the basis of primary scrutiny of the bids submitted. Thereafter, the qualified agencies would be asked to make 30 minutes Presentation before the Screening Committee on designated date and time. After the assessment of the Technical Bid, Financial Bid shall be opened. ESIC shall make its decision based on the ability of the Bidder(s) to meet its specific needs by giving 7:3 weightages to Technical & Financial Bid respectively.
8. That the decision of ESIC with regard to selection of agency shall be final and binding.



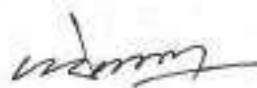
9. That successful bidder shall be required to submit an up-front 'Performance Bank Guarantee' (PBG) of 3% of the contract value having a validity of up to 24 months from the date of award of the contract. In case, if the tenure of the appointed agency gets extended, validity of the Performance Bank Guarantee shall change accordingly. The PBG shall be from a scheduled commercial bank, submitted within 30 days of work order. In addition to this, in case of any default or breach of contract, ESIC reserves the right to forfeit the Performance Bank Guarantee.
10. That ESIC reserves the right to terminate the contract at any stage of the work by giving one month's prior notice to the agency. However, if it comes to notice of the ESIC that the deliverables are not meeting their target and/or delay is caused/shortcomings in any of the activities covered under the contract cannot be made good and is affecting the overall work performance. The decision of ESIC shall be final and binding.
11. That not more than one tender shall be submitted by one bidder.
12. That the price quoted by the agency should be all-inclusive and not limited to scope of work, archival set up, manpower charges, hardware, software, digital buying, equipment used and all kinds of associated miscellaneous charges, excluding GST. The price shall remain valid till the entire contract.
13. That any deviation in rates, prices or terms at any later stage after acceptance of work order and during validity of the work order shall not be accepted and shall lead to forfeiture of the PBG of the said bidder.
14. That the Bids shall be opened as per notified date, time & venue. After opening of Technical Bid, the qualified bidder shall be intimated through ESIC website www.esic.gov.in for presentation under 'Tenders section'. All the bidders are advised to keep regularly visiting ESIC website also. No communication will be entertained by ESIC from any bidder/agency regarding the RFP as well as regarding the evaluation process (for both- financial and technical bid) and the final award of the contract.
15. That no electronic recording device shall be permitted during bid opening/Presentation.
16. That in case if any information or details furnished or withheld by bidders willingly/unwillingly is found to be false at any time during the process of bidding and/or in future, the bid/work allocation of such bidder shall be cancelled with immediate effect. The bidder shall be debarred from participation in bids of ESIC, for the period as deemed appropriate.
17. That all the pages of the RFP shall have self-attestation by the authorized person with seal as a token of acceptance of all the terms & conditions of this tender.
18. That the ESIC reserves the right to reject any or all bids or to cancel/ withdraw the Request for Proposal (RFP) or to annul the bidding process at any time prior to awarding the contract, without assigning any reason for such decision. Such decision by the ESIC shall not be subject to question by any bidder and ESIC shall bear no liability whatsoever consequent upon such a decision nor shall it have any obligation to inform the affected bidder or bidders of the grounds for ESIC's action.
19. That the selected agency shall not use its name, logo or any other information/publicity on content published on social media platform/ Video produced for the Department.



20. That the tender/documents submitted by bidders during bidding process shall become the property of this organisation and participating bidder shall have no right/obligation to ask for return of the same.
21. That canvassing in any form in connection with the tenders in any shape/way/form is strictly prohibited and tenders submitted by such bidders who resort to canvassing shall be liable for rejection by the ESIC.

That in case of the Conflict of Interest the Agency shall warrant the following:

- i) No Conflict of Interest: That agency for media must not have any business, professional, personal, or other interest in the representation of other clients, that would in any manner or degree conflict with the performance of their obligations under this Agreement. The bidder must submit certificate in the format prescribed at Appendix-2 of the RFP.
 - ii) Termination for Material Conflict: If, in the opinion of the ESIC, such conflict poses a material conflict to and with the performance of shortlisted agency/bidder obligations under this agreement, then the ESIC reserves its power to terminate the agreement immediately.
22. That the Notifications of Award of Contract shall be made in writing by registered post/speed post/email or through GeM portal to the successful bidder by the ESIC. The notification of award shall mean the allocation of work contract to the successful agency.
23. That failure to accept the work order/non-commencement of work within the prescribed time period may lead to cancellation of the work order and the bidder shall be debarred from participation in bids of ESIC, for the period as deemed appropriate.
24. That any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
25. That in case of any dispute between the Agency and ESIC arising out of or in relation to the contract, the dispute shall be governed by the provisions of The Arbitration and Conciliation Act, 1996 and subsequent amendments therein.
- 26.: The courts of Delhi shall have jurisdiction over all legal disputes under this contract.
27. That In case of any travel or lodging outside Delhi-NCR required by the Agency for executing agreed Media strategy work, MoLE, ESIC and EPFO shall reimburse the agency at par the entitlement as that of SSO in ESIC, however, prior sanction of MoLE, ESIC and EPFO has to be obtained for such tours. No separate Agency fees shall be payable on the expenditure.
28. That the Agency shall be fully responsible for negligence, loss of creative content, unauthorized posting on Media platform or any mischievous deeds etc. by its staff.
29. That the Agency shall be liable to pay for any Royalty / license fee or any other fee required to be paid for use of any infrastructure/ hardware/ software/photographs for the development, hosting and maintenance of contents/Media. MoLE/ESIC/EPFO shall not entertain the request from the Agency for either reimbursement or direct payment to any third party.
30. That the agency for media shall be liable to provide good quality purchased/subscribed photographs for use in creatives/infographics in addition to open source photographs during the contract period. For it, the agency should have subscription of reputed stock photographs portal. Payment towards such photo graphs / subscription will be borne by the agency itself.



ESIC shall not entertain the request from the Agency for either reimbursement or direct payment for such photographs.

31. That All the creatives, media, photos, movies, films, reels etc. developed during the contract period shall be the property of MoLE, ESIC and EPFO and agency shall not use any of them anywhere else without prior permission from MoLE, ESIC and EPFO respectively. After the contract period is over, the agency for media shall have to hand over all the data to the MoLE, ESIC and EPFO respectively.
32. That No resource would be changed without the approval of the concerned authority of ESIC, EPFO or MoLE, as the case may be. In case a change is required, one-month prior notice must be served before changing the resource and alternative CVs of two eligible persons must be submitted for approval. MoLE/ ESIC / EPFO has the right to interview and judge the capabilities of the incumbent before joining, at the time of beginning of the project or during the project, as the case may be
33. That the attendance of the resources would be marked by Biometrics Attendance System (BAS) as decided by MoLE, ESIC and EPFO.
34. That the ESIC is empowered under this contract to increase or decrease the contract quantity up to 25% at the time of contract or during the contract.
35. That the Bidder shall be bound by the terms and conditions of this bid document and in case of any dispute about any other clause and not available in this document, conditions of the GeM portal as on the date of the bid shall be applicable.
37. That the agency shall be liable to comply all the laws applicable to them including labour laws.
38. That the agency would follow/monitor various government portals as directed.
39. That the agency would ensure quality of the deliverables and the same would be monitored by the MoLE, ESIC and EPFO.
40. That the agency shall submit at least 2 CVs for each post after award of the contract and at the time of appointment to judge the capabilities of the resources to be deployed. MoLE/ESIC/EPFO shall have the right to call for interview of the proposed resources before being put into the project work to judge the suitability of the candidate.

41. FORCE MAJEURE

The terms and conditions mentioned below shall be subject to Force Majeure which mean and shall include following:

- a) Any war or hostilities
- b) Any riot or civil commotion
- c) Any earthquake, flood, tempest, lightning or other natural disaster, pandemic, other circumstances beyond human anticipation and control, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport.



SECTION-I (D)

ELIGIBILITY CRITERIA

- The agency for media shall be of sound financial status with an annual turnover of Rs 5.00 Crore or more in the last three financial years.
- The agency must have carried out at least 3 projects (having each project value of Rs. 50 Lakh or above and for the period of atleast 12 months or more for each project) related to Media agency during the last 3 financial years.



SECTION-I (E)

COMMERCIAL TERMS AND CONDITIONS

Each bidder is required to accept the following terms and conditions –

1	Earnest Money	The bidder shall upload the copy of filled in Earnest Money Deposit Declaration form (in the format as prescribed in Annexure-F). Bids without Earnest Money Deposit Declaration shall be accepted only if, the bidder is exempt by Government of India rules under any category like MSME etc. However, proof of such exemption has to be submitted with the bid.
2	Prices	The Prices should be quoted in Indian Rupees only.
3	Payment Terms	Payment shall be released on quarterly basis based on successful completion of 3 months' commitment. The Agency should submit quarterly bills with clear indication and full description of deliverables/milestones achieved along with attendance sheet of personnel deployed. (The attendance would be marked by Biometrics Attendance System).
4	Performance Bank Guarantee	The successful bidder is required to submit an up-front 'Performance Bank Guarantee' (PBG) @3% of the contract value having a validity of up to 24 months from the date of award of the contract if the tenure of the agency is extended, validity of the Bank Guarantee too will correspondingly extend/change. The PBG is to be submitted from a scheduled commercial bank within 30 days of work order issued by this ESIC.
5	Penalty Clause	If it is found that the bidder has made any factually incorrect statement or if the bidder has not fulfilled any of the contractual obligation, ESIC may cancel the contract with immediate effect, forfeit the PBG deposited by the bidder and/ or debar the bidder from bidding prospectively for a period as decided by ESIC or take any other action as deemed necessary. In case of not meeting the stipulated deliverables/ milestones, ESIC can deduct the amount as penalty, as deemed reasonable for nonperformance/absence.

Acceptance of offer of Award of Contract by the successful bidder presumes that the above clauses have been accepted by it.



SECTION-I (F)

METHOD OF EVALUATION AND AWARD

Process of Shortlisting, Selection and Final Award

- Preliminary Scrutiny:** Preliminary scrutiny of the applications shall be done to ensure fulfillment of eligibility criteria by agency, to determine that the application is complete, documents have been properly signed, that there are no computational errors and that required documents are in order (Applications not conforming to these preliminary requirements will not be considered.)
- Selection Method:** Selection shall be QCBS based where bidder shall be evaluated based on a technical presentation. The bidder shall submit a financial bid, in the format given at Annexure-D, for the service/work as defined in the scope of work.
- Bifurcated costs of each and every individual services/works including all costs pertaining to personnel and logistics for execution of the complete work as per the Scope of Work, Activities, Terms & Conditions, Deliverables and Compliances etc. should also be pronged and specified along with Financial bid. The aggregate grand total of rate quoted should be mentioned in the format given at Annexure-D.
- Important:** The non-delivery/non-compliance of any specific service/work in a particular month shall attract penalties which shall be imposed and deducted from the Agency's quarterly bills preferred to this office.
- Technical Evaluation:**

i) The bidders would be shortlisted based on the technical evaluation given below: -

S.No.	Parameter	Maximum Score	Mention/Specify the value here
1.	Annual Turnover for the last financial year	15	
	Equal to or more than Rs. 05 crores but less than Rs. 15 crores - 5 score		
	Equal to or more than Rs. 15 crores but less than Rs. 30 crores - 10 score		
	More than Rs. 30 crores - 15 score		
2.	Number of eligible projects completed/ongoing during the last 3 financial years	15	
	More than 4 Projects but less than 6 Projects - 5 score		
	More than 6 Projects but less than 9 Projects - 10 score		
	More than 9 projects - 15 score		
3.	Number of eligible projects completed/ongoing for Government of India (Central/State/PSU) during the last 3 financial years	15	
	3 projects - 5 score		
	5 projects - 10 score		
	6 or more projects - 15 score		

4.	<p>a) Strategy and Action Plan Presentation for MoLE, ESIC and EPFO on Social Media Management and Media Analysis – 40 score</p> <p>b) Presentation of one case study where the bidder has brought positive changes through Social Media Handles in image building of Govt. client and has added significant subscribers through organic method in last three years – 15 score</p> <p>Note: The date, time and place for presentation will be fixed and intimated through ESIC website i.e. www.esic.gov.in under Tenders section.</p>	55	
	Total	100	

Note: Eligible project for the purpose of marks means completed/ongoing works of managing Media handles for Government/ Semi Government/ PSU/ Autonomous body under any Ministry of Central/State Government or Private organizations having total value of Rs. 50 Lakh or above and atleast for a period of 12 or more months.

- In case, the project is on monthly retainer basis, the total value of the project will be calculated as - Work Order billing per month x Duration of project in months.
- The eligible bidders after preliminary scrutiny would be asked to make a 30 minutes Presentation before the Screening Committee for further evaluation. The date and time of the presentation shall be conveyed subsequently through ESIC website www.esic.gov.in. Bidders are advised to regularly visit ESIC website.
- Bidders having technical score of 70 and above will be eligible for Financial Evaluation. However, ESIC may reduce the qualifying technical score as deemed appropriate, for opening the Financial Bids, if less than 3 bidders obtain score of 70 or above.

6. Evaluation of Financial Bid

- The technical bid shall be rated on the basis of the criteria listed as per para 5 of Section - I(F) listed above. The rating would be for a total of 100 Points.
- The Screening Committee shall evaluate the bidders on the basis of parameters and presentation made as mentioned at per para 5 of Section - I(F) and only those agencies obtaining more than 70 Points shall be selected for the opening of Financial Bid.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services, excluding GST and should be stated in INR only.
- Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant.
- The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points.
- The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

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

in which S_f is the financial score, F_m is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

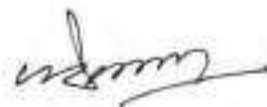
- vii. Proposals will finally be ranked in accordance with their combined technical (S_t) and financial (S_f) scores:

$$S = S_t \times 0.7 + S_f \times 0.3;$$

where S is the combined score.

- viii. The Applicant achieving the highest combined score will be considered to be the successful Applicant and will be issued the work order.

7. The decision of ESIC with regard to final award of contract will be final and binding.




SECTION-II

TECHNICAL SYSTEM REQUIREMENT

CONTENTS:

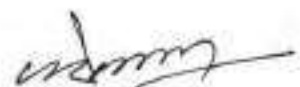
- A. GOALS AND OBJECTIVES
- B. SCOPE OF WORK



SECTION-II (A)

GOALS AND OBJECTIVES

- i. To develop a positive brand image for MoLE, ESIC & EPFO on all Media platforms.
- ii. To widen the reach of ESIC, EPFO and MoLE and its attached and related offices, among different communities/stakeholders on various media forums, social media and to raise awareness about the latest and important events, campaigns, outreach activities, benefits, etc. launched by MoLE, ESIC & EPFO.
- iii. To broadcast regular tweets/re-tweet/comments/shares etc. on various social media, but not limited to infographics, chart, diagrams, etc.
- iv. To create engagement between MoLE, ESIC & EPFO and the general public via positive conversations and to facilitate a simple and user-friendly communication platform to obtain online feedback.
- v. To communicate with citizens, vide various platforms of media including Social Media about new policies, initiatives and opportunities created by MoLE, ESIC & EPFO for Workers & Employers and by Govt. of India. To allay apprehensions, misconceptions if any, prevailing amongst workers and to respond to queries/grievances of public on Various media platforms including social media platforms.
- vi. Support different sub-ordinate and attached offices of MoLE, as and when required.



SECTION-II (B)
SCOPE OF WORK

The scope of work is briefly described as follows-

1. Media

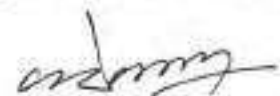
- 1.1 The agency shall formulate and execute a result oriented comprehensive communication strategy for the various media platforms including social media and advise MoLE/ ESIC/ EPFO in planning, developing and implementing an effective and efficient communication and media strategy for the Ministry and its attached and related offices.
- 1.2 Monitor and manage overall media engagement and acts as the primary contact for all media inquiries in consultation with concerned MoLE/ESIC/EPFO to ensure appropriate media responses.
- 1.3 Media details: Know pattern, impact etc. and accordingly advise MoLE/ESIC/EPFO.
- 1.4 Provide strategic counsel for promoting/creating of MoLE's/ESIC's/EPFO's various schemes, acts and related activities.
- 1.5 Provide media advice and effective communication/media training to MoLE's/ ESIC's/ EPFO's officials and front line staff as per the requirement of MoLE/ESIC/EPFO.
- 1.6 Concept outline shall be provided by designated official of MoLE/ESIC/EPFO based on which agency would be responsible for creating crisp text, creative, images, GIFs, infographics, animations, graphic plates etc. (details mentioned at Annexure-A) in accordance with media platform guideline.
- 1.7 The agency shall aggregate the grievances received through various media forums and keep on sharing the same with the nominated official responsible for grievance redressal at MoLE/ESIC/EPFO **on daily basis**. The grievances shall be replied as per the suggestion of nominated official.
- 1.8 Creation and/or maintenance of official accounts/pages of the MoLE/ESIC/EPFO on Twitter, Facebook, YouTube, Blogs and other relevant social media platforms which may emerge in the future.
- 1.9 Creation of relevant blogs and forums wherein the participation of targeted audience can be invoked.
- 1.10 Give all Social Media Platforms a new look every month (if required) by putting up new creative features, theme lines, links etc.
- 1.11 Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews news, quiz etc.
- 1.12 Help publicize important days, events, etc. suggested by MoLE/ESIC/EPFO, using these media platforms.
- 1.13 All queries received on all platforms which need not require inputs from MoLE/ESIC/EPFO must be replied to within 24 hours and all queries which require a consultation with the MoLE/ESIC/EPFO should be answered within two working days.



- 1.14 Moderation of all platforms with a frequency of 3 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- 1.15 Content shared online must be copyright protected.
- 1.16 Take MoLE/ESIC/EPFO events Live across media platforms on content shared with the Agency on given a feed, whenever required
- 1.17 Enhance audience engagement on all Social Media Channels through contests, surveys, campaigns & promotions, etc. for generating awareness and buzz about MoLE/ESIC/EPFO activities and engage citizens over MoLE/ESIC/EPFO initiatives.
- 1.18 24/7/365 monitoring of MoLE/ESIC/EPFO related entities for updating, analyzing and intervention.
- 1.19 Ensure response is done under supervision of designated MoLE/ESIC/EPFO nominated official. Prepare weekly update on activities, including that of events etc. as related to the issues dealt by the MoLE/ESIC/EPFO.
- 1.20 Should have credible contingency plan to effectively handle crisis and emergencies.
- 1.21 Enhancement of the reach of content through organic promotion on various media platforms.
- 1.22 Atleast 3-4 positive stories/newsworthy items to be curated on weekly basis
- 1.23 Any other activity/duty appropriate within the scope of the Media Manager/Assistant Media Manager role as and when required.

2. Conversation Management and Early Warning System:

- i. Set up monitoring services based on pre-defined goals.
- ii. Monitoring to be done using proper tracking mechanism including Artificial Intelligence tools to track conversations relating to MoLE/ESIC/EPFO.
- iii. To tap existing or initiate newer conversations on regular basis.
- iv. Tracking conversations, links and blogs about MoLE, ESIC, EPFO, Social Security, Labour Laws, Maternity Benefits, Occupational Safety Hazards, etc. and issues / topics relating thereto.
- v. Tracking sentiments - Positive, Neutral or Negative posts *vis-à-vis* MoLE/ESIC/EPFO to be identified and reported.
- vi. Channelizing, drafting and implementing the plan to work out and mitigate negative sentiments.
- vii. Segregation of activities into problematic and non-problematic based on various keywords.
- viii. Run (#) Hashtag based discussions frequently with Media forums e.g., Twitter now "X"/Facebook users.
- ix. Based on above, forecasting and signaling, incidences should be highlighted, which may have an adverse impact on the image of the MoLE/ESIC/EPFO. Thus the agency would be responsible for trend tracking analysis and early warning reporting system and response.
- x. Submit weekly reports on the highlights of the analysis and the measures taken to



improve the image of MoLE/ESIC/EPFO.

3. Media Coverage Analysis

The agency is required to analyze all forms of media i.e.

- Print Media (Newspapers and magazines)
- Online Media (News websites/Digital Dotcoms)
- Broadcast Media (FM Channels/TV Channels)
- Social Media

3.1 Analysis is to be done for all news articles/programmes regarding MoLE, ESIC, EPFO, workers, employers, labour issues, social security and various schemes run by MoLE/ESIC/EPFO, that appear in important news sources.

3.2 For analyzing news, the agency is required to deploy a dedicated and qualified team of analysts, working at the back end offices, to read and qualify the news to aid MoLE/ESIC/EPFO in:

- Perception analysis of each of the news coverage in MoLE/ESIC/EPFO name
- Preparation of Daily News Clippings. The same shall be delivered through e-mail/WhatsApp to MoLE/ESIC/EPFO by 09 am on all days to **nominated officer and highlight the negative news published in any of the 22 languages (as mentioned in the 8th schedule of the constitution in India).**
- Identifying issues/ themes that are being associated with MoLE/ESIC/EPFO and its offices/schemes.
- Assessing the frequency with which the issues are seen in news.
- Identifying the influencers in the field of labour issues and social security.

4. Resource Deployment

For undertaking the work of MoLE, ESIC and EPFO, following number of personnel are required: (Profiles of the personnel and tentative team setup are given at Annexure-B).

Sr. No.	Resources	Total
1.	Media Managers	3
2.	Assistant Media Manager (exclusively for MoLE and/or attached and related offices)	1
3.	Graphic Designers	6
4.	Article/Content Writers	9
5.	Video Maker/Editor	3

Note:

1. The deployed manpower will work under the supervision/guidance of nominated officer of MoLE, ESIC and EPFO at the offices of these organisations or other designated place, as the case may be
2. In some cases, on need basis, engaged team shall be directed to be present at any other location(s) where ceremonial function(s) are planned/takes place by MoLE/ESIC/EPFO.
3. The engaged team of the Agency will be responsible for production of various contents as shown at Annexure-A.
4. Since the nature of work of Graphic Designers and Video Maker/Editor is similar to some extent, there may be interchangeability of work between them.



5. Archival Support

a. Social Media content (as described at Annexure-A.)

- The team would be responsible for storage of content and data by means of online/offline archival support **in a hard drive.**
- The archived content should be made available to MoLE/ESIC/EPFO.

b. Media Content Assistance

- The team would be responsible for storage of content and data **ie PDFs, JPEGs, Open files, MP4, etc.** (Information gathered, briefs produced, Responses made etc.) by means of online/offline archival support.
- The archived content should be made available to MoLE/ESIC/EPFO.

6. Reports

6.1 Social Media Reports

- **On Weekly basis:** Followers details, number of posts, retweet reports, grievances reports, negative/positive comments, etc.
- **On Weekly basis:** This will indicate the performance on each active Social Media platform. The report will include change in follower base, user response to the content posted, **Positive/Negative report, non-complying report, etc.**
- **On Monthly basis:** This will be a comprehensive performance report indicating the change in follower base, content engagement, achievements, deliverables, posts, comparative analysis with other organisations, way forward, etc.

6.2 Response Management reports

- **On daily basis:** This shall indicate the number of queries received and answered (platform wise and resource wise) for the previous day and the average response time of the team with supporting screenshots. To be submitted by 09:00 AM of the next day.
- **On Weekly basis:** This shall be a compiled report on the total queries received & answered in a week.
- **On Monthly basis:** This shall be a compiled report on the total queries received & answered and team resource wise performance in terms of no. of queries handled, response time etc.
- The agency is also expected to track social media networks for relevant and related key words using social media tracking, monitoring and analysis tools and respond to them appropriately so as to initiate positive conversations on social media sites.

6.3 Media Coverage Reports

Email alerts: DAILY

- Scan and aggregate relevant Print, TV, Social Media, online, Web Content and broadcast through Media Intelligence on one integrated Dashboard.
- Deliver all Content/Analysis through a comprehensive online platform / Mobile App
- Capability of customizing period on the dashboard for trend analysis.
- Word search capability for all past and present data across mediums.
- Relevant news coverage from all 22 languages (as mentioned in 8th schedule of the Constitution of India) all sources (Print, TV, Social Media, online, Web Content and

broadcast) to be sent through email to the MoLE/ESIC/EPFO.

- For print sources, for every news article, the email should contain the name of the news source, its edition, date of coverage, author, the headline and link to the actual scan of the news article
- For online sources, for every news article, the email should contain the name of the news source, date of coverage, the headline and link to the actual news article on the world wide web
- For TV, the email should contain the name of the TV channel, Time of airing, date of airing, programme name, and link to view the TV clip.
- The email format should be smartphone friendly.
- The email alerts should be sent on all days of the week.

6.4 Media Analysis Report: MONTHLY

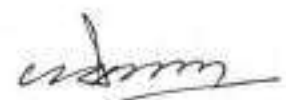
- A report regarding the media coverage should be provided every month.
- The analysis report (for previous month) should be delivered by the 14th every month.
- The report should be delivered as a PDF document.
- Analysis should cover quantitative parameters and qualitative parameters (perception, issues/ themes).

7. Infrastructure Requirement

- MoLE/ESIC/EPFO shall provide the agency with space, furniture & electricity free of cost, for its operations. However, the agency shall arrange for its resources — their own latest generation laptops (i5 or above)/computers (i5 or above)/color printers/software/cables/chargers etc. or any other equipment and software required for social media feedback gleaning etc. Provided laptop updated with latest patches, Antivirus and firewall enabled at all times before uploading the contents on organisation's portal/platforms
- The agency shall arrange to provide backup 4G/5G with suitable bandwidth Wi-Fi internet connections to be utilized by resources deployed, if needed.

8. Others terms- Scope of Work

- i. The Agency must take prompt steps with social media service providers to close down any non-official Social Media portals which use the Name of MoLE or ESIC or EPFO and/or the official logo of the MoLE/ESIC/EPFO, or any other use which infringes on the official brand/intellectual property of the MoLE/ESIC/EPFO.
 - ii. The shortlisted agency is required to get the prior approval of MoLE/ESIC/EPFO for any kind of creations/creatives/Audio/videos/content etc. for uploading/ publishing on the various social media platforms.
 - ii. The agency should have copy-right free good photo repository, clip art, vectors, graphics etc. for the usage in info-graphics (creatives, videos, GIFs, etc)
9. Any of the terms, conditions, clause missing in this document will be governed as per the General Terms and Conditions or relevant clauses of the GeM as on the date of the bid.
10. In case of contradiction in the terms and conditions of this RFP and that of GeM, the former will supersede.



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Section III-A. General requirements applicable for each organisation- MoLE, ESIC and EPFO
Social Media Deliverables#

Sl. No.	Type of Work	Frequency	Targets
1.	Regular creative content/ infographics for Social Media platforms	On a Weekly basis: At least 18 creatives in .jpeg, .jpg, or .png form, etc. On a monthly basis: At least 12 GIFs	At least 72 such creatives per month shall be required. At least 12 GIFs in a month
2.	Whiteboard Animation/ Reels/ Videos	At least 3-4 reels/whiteboard animation/ videos on weekly basis i.e. 12-15 reels every month	The Whiteboard Animation / video / reel shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter etc.
3.	Blog Content/ Write Ups for News Papers, Magazines/ House Journal/Press Brief	At least 4 articles/Press Brief on fortnightly basis	Blog/articles need to be 300 to 500 words with appropriate graphical content in English and Hindi.
4.	Preparation of 360 Degree Reports (NewsPapers/ Magazines/ News Channels/ Social Media Platforms/ News Dot Coms / FM Channels etc.) (curated from all 22 languages, as mentioned in the 8 th schedule of the Constitution of India.	On Daily Basis: Including on Weekly Holidays and Gazetted Holidays On Fortnight: Fortnight news analysis	The file containing news clippings of all the leading National dailies, News Channels, Social Media Platforms, Online dot coms should reach (through e-mailed/ WhatsApp to the nominated officer every day by 9:00 AM
5.	Live Session on social media (youtube, facebook, instagram, etc) :	Agency should have all hardware and software support to conduct live session on social media platforms like youtube, facebook, instagram, etc. At least one live session per month	
6.	Short videos upto 02 min	At least 01 short videos on weekly basis.	
7.	Curate the stories/ newsworthy items	On weekly basis Atleast 3-4 positive stories/ newsworthy items.	

Deliverables/Scope of Work in respect of MoLE includes its attached and related offices other than ESIC & EPFO.



Resource Deployment: Profiles of the Personnel

S.No	Designation	Required Profile
1	Media Managers/ Assistant Media Manager	<p>Qualification: Post Graduate/Graduate in Mass Communication/Journalism Required Experience: Minimum working Experience of 5 years in Journalism, in electronic or Print, apart from Content Management for websites/social Media Account management. Excellent skill in written & spoken English & Hindi, good working knowledge of MS Office/Excel, Social Media management tools/ applications, ability to collaborate with stakeholders & to perform under deadlines.</p> <p>Expected Role: To deliver work as per Scope of Work and all requisite reports on time. He/She must be proficient in English and Hindi languages, word, excel, power point, etc.</p>
2	Graphic Designers	<p>Qualification: Any Graduate with Diploma in Multi-media Required Experience: Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, in Design for at least 2 years. He/She should have experience of working as graphic designer for multiple mediums and for designing graphics for social media or digital audience</p> <p>Expected Role: The person will be required to create info-graphics, cartoon strips, banners, creatives, GIFs designs for social media</p>
3	Content/Article Writers	<p>Qualification: Post Graduate/Graduate in any stream, preferably in Post Graduate/Graduate in Mass Communication/Journalism Required Experience: Must have working experience of at least three years in media (electronic or print or digital) as a content writer/ article writer/ press brief writer/ columnist. The content writer must be proficient in English and Hindi languages.</p> <p>Expected Role: To write blogs, press briefs, articles, etc. by research on website/internet, annual reports, etc. He/She must be a creative writer to crisp content and punch lines for infographics.</p>
4	Video Editor/maker	<p>Qualification: Any Graduate with Diploma in Multi-media Required Experience: Must have experience of having worked on multiple platforms such as Adobe Premiere Pro, Final Cut Pro, Adobe After Effects, etc. The person should have an experience of at least 2 years as video editor/maker for multiple mediums. Person must be well equipped in making small videos for social media handles (Facebook, Youtube etc.) on frequent basis.</p> <p>Expected Role: To create engaging reels, videos, GIFs etc.</p>

Note: All concerned personnel shall be proficient in English, Hindi, Microsoft Office, Office suits/tools and IT Tools required for managing social media.

Working Timings: The bidder shall have to deploy teams at MoLE, ESIC and EPFO Hqrs. The working hours for persons deployed by agency will be similar to that of Govt. Office hours. However, if need be, the persons deployed by the agency may be asked to work for a longer period/holidays/weekends, for which no extra charges will be paid to the agency. Further, the agency will carry out any required services round the clock as per direction of the nominated official of MoLE, ESIC and EPFO without any extra charges.

List of Deliverables Monitoring Indices to be linked with Release of Payment*
(To be submitted by the Selected Agency)

The selected Social Media Agency shall furnish the following Statements (Statements A, B & C) and attendance sheet of personnel deployed along with the bill. If the Agency fails to perform any of the assigned task as per scope of work, the Agency's bill shall be deducted: -

Statement -A

Sl. No.	Indices	Particulars	Frequency	Proportionate Amount to be deducted from the Bill	Remarks, if any
Detail of Archival Support:					
1		Storage of content and data by means of online/offline archival done and handed over to the concerned nominated officer?		1/12 of the amount mentioned by the agency in Annexure- D	
Social Media Reports					
2		Is the Social Media report including follower base, user response to the content posted have been provided on Weekly basis, if yes, please attach Copy		1/12 of the amount mentioned by the agency in Annexure- D	
3		Has a comprehensive monthly performance report indicating the change in follower base, content engagement, achievements etc. prepared, please attach copy		1/12 of the amount mentioned by the agency in Annexure- D	
4		Response Management Report on weekly basis attached?		1/12 of the amount mentioned by the agency in Annexure- D	
5		Response Management Report on Monthly basis attached?		1/12 of the amount mentioned by the agency in Annexure- D	
6		Media Coverage Reports through Daily Email Alerts provided		1/12 of the amount mentioned by the agency in Annexure- D	



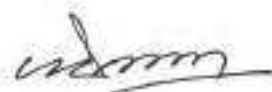
Statement - B

S.No	Type of Work	Frequency	Target	Proportionate Amount to be deducted from the Bill	Remarks
1	Regular creative content/ infographics for Social Media platforms	On a Weekly basis: At least 18 creatives in .jpeg, .jpg, or .png form, etc. On a monthly basis: At least 12 GIFs	At least 72 such creatives per month shall be required. At least 12 GIFs in a month	1/12 of the amount mentioned by the agency in Annexure- D	
2	Whiteboard Animation/ Reels	At least 3-4 reels/ whiteboard animation / Videos on weekly basis.	The Whiteboard Animation/ video/ reel shall be shared in HD quality and by the adaptations of the agency in same for different media platforms like YouTube, Facebook, Twitter etc.	1/12 of the amount mentioned by the agency in Annexure- D	
3	Blog Content/ Write Ups for News Papers, Magazines/ House Journal/Press Brief	At least 4 articles/ Press Brief on fortnightly basis.	Blog articles need to be 300 to 500 words with appropriate graphical content in English and Hindi.	1/12 of the amount mentioned by the agency in Annexure- D	
4	Preparation of 360 Degree Reports (News Papers/ Magazines/ News Channels/ Social Media Platforms/ News Dot Corns/ FM Channels etc.), (Curated from all 22 languages, as mentioned in the 8 th Schedule of the Constitution of India)	On Daily Basis: Including on Weekly Holidays and Gazetted Holidays	The file containing news clippings of all the leading National dailies, News Channels, Social Media Platforms, Online dotcoms should reach (through e-mailed/ WhatsApp to the nominated officer every day by 09:00 a.m.	1/12 of the amount mentioned by the agency in Annexure- D	



5.	Short videos upto 02 minutes (including reels)	At least 01 short videos on weekly basis.		1/12 of the amount mentioned by the agency in Annexure- D	
6.	Curating the positive stories/newsworthy items	3-4 positive stories/news worthy items every week			
7.	Quality Assessment	On Monthly basis	Maximum allowed 2 warnings	1/12 of the amount mentioned by the agency in Annexure-D	

- # The deductions under above mentioned clauses shall not in any case exceed 10% of the bill amount to be presented on quarterly basis, as salary and other related remunerations to resources have to be borne by the agency, however, proof of timely disbursement of salary shall have be provided by the bidder along with the bill.
- ## Damages for Manpower: Deputed manpower will be eligible for holidays as per ESIC/EPFO/MoLE Calendar and one leave per Calendar Month. For any absence beyond this, Damages on the agency will be levied at the rate of twice the remuneration payable to the deployed manpower who remains absent for the period more than above limit for each day of absence or for failure to deploy suitable manpower.



Certificate* showing the disbursement of salary to all concerned employees for the billing period.

S.No.	Name of the Resource	Designation	Period		Date of Disbursement	Signature of the concerned Resource
			From	To		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						



24						
25						
26						

Seal of the agency

Signature of the authorised person of
the agency

*In case of failure to pay the salary by the agency on due date the complete payment will be withheld till the disbursement of salary to concerned employees.



Section IV. Enclosures

This Section includes forms/documents to be submitted, duly filled up, signed and stamped by the bidders.

A handwritten signature in black ink, appearing to be 'L. M. M.', located in the bottom right corner of the page.

Price Bid Format

Sl. No.	Item Name	Total Price exclusive of GST (in Rs.) (in Figures)	Total Price exclusive of GST (in Rs.) (in Words)
1.	Total Agency fees covering the complete scope of work for two years		

(*The bidder shall also submit the break-up of costs (including all costs pertaining to personnel and logistics) for all the items mentioned in Scope of work along with Financial bid. A total of the same shall be shown in the Total Price column indicated as above. Later, in case if the successful Agency fails to deliver any service mentioned in scope of work, penalty will be imposed on the basis of itemized break-up cost submitted by the applicant/bidder please.

Note:- Price Basis

(a) The quoted rates of the bidder in Sl. No. 1 of Price bid table have to be all- inclusive (including all costs pertaining to personnel and logistics) for execution of the complete work as per the Scope of Work, activities, terms & conditions, and compliances, etc. Any other item as required for execution of Scope of work to be provided within the quoted price.

(b) The quoted rates are inclusive of all applicable taxes and levies, etc. except GST charges. GST would be paid extra at applicable rates. The successful bidder must be mandatorily registered under GST Act of the particular state.



Section - III
CHECKLIST

Appendix-1

Documents accompanying the Technical Bid:

Sr. No.	Particulars/Document	Yes/No
1.	Conclusive and authentic proof to show that the bidder has completed atleast 3 social media Projects for Govt. Organizations/PSUs/Autonomous Bodies or Private organisation during last three financial years. (Projects having each project value of Rs. 50 Lakh or above and for the period of atleast 12 months or more for each project to be considered as eligible project). (Copies of work order/ performance certificate (clearly showing project cost and project value) issued by clients is required - To be uploaded as Experience Criteria.	
2.	Copies of ITRs and Balance Sheets for last three financial years along with certificate of CA certifying the turnover- To be uploaded as Bidder Turnover.	
3.	RFP signed by the bidder as proof of understanding the Scope of Work and acceptance of Terms and Conditions - To be uploaded as Certificate.	
4.	Copy of - Earnest Money Deposit Declaration (Annexure-F)/ Proof of Exemption from submitting the EMD To be uploaded as Additional Doc 1.	
5.	Conclusive and authentic proof showing the total number of eligible projects completed/ongoing during last 3 financial years in social media works (Copies of work order/ performance certificate (clearly showing project cost and project value) issued by clients - To be uploaded as Additional Doc 2.	
6.	Conclusive and authentic proof showing the total number of eligible projects completed/ongoing for Government (Central/State/PSU) in social media works during last three financial years (Copies of work order/ performance certificate (clearly showing project cost and project value) issued by clients - To be uploaded as Additional Doc 3.	
7.	Duly signed Appendix - 1, Copy of PAN card, Copy of GST Registration certificate, Certificate of incorporation/registration, Address proof of bidder, Copy of ESIC & EPFO registration/Challan, Details of authorized person with-mail ID with whom ESIC will communicate for clarification/award of work, Self-declaration to the effect that bidder has not been blacklisted by any government organization (to be submitted in the same sequence) - To be uploaded as Additional Doc 4.	
8.	Signed Integrity Pact on Rs.100 Stamp Paper	

Signature.....
For and on behalf of.....
Name.....
Designation.....
Seal.....



Proforma for Earnest Money Deposit Declaration
(To be submitted on bidder's Letterhead)

Whereas, I/we (Name of the agency) have submitted bids for
..... (name of Goods/Works/Service) for tender no. dated

I/we hereby submit the following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender, I/we withdraw and/or modify my/our bid during the period of validity of tender (including extended validity of tender) as specified in the tender documents,

or

2. If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/we shall be suspended for the period as deemed appropriate by ESIC and shall not be eligible to bid for ESIC/MoLE/EPFO tenders from the date of issue of suspension order.

Date:

Place:

Signature with Seal of the bidder(s):

Full Company Address with Contact details:



(To be furnished on the Bidders Letter Head)

No Conflict of Interest

It is hereby certified that we, the _____ Agency (name of the Agency) have no business-professional, personal, or other interest in the representation of our other clients that would conflict in any manner or degree with the performance of our obligations under this Agreement.

We have read the tender document and agree to accept all the terms and conditions contained in the tender document.

For and on behalf of _____
Name _____
Designation _____
Seal _____



INTEGRITY PACT

Between

Employees State Insurance Corporation (ESIC) hereinafter referred to as "The Principal",

And

hereinafter referred to as "The Bidder/ Contractor"

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 IPC/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.

- b. 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.
- c. The 'Bidder(s)/ Contractor(s)' will not commit any offence under the relevant IPC/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.
- d. 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.
- e. 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.
- f. 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

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)/Contractor(s)' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the 'Bidder(s)/Contractor(s)' 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)

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 Director General, ESIC.
- (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 Director General, ESIC and recuse 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 Director General, ESIC 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 Director General ESIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director General ESIC 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 Director General of ESIC.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. The 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)	Witness 1: (Name & Address)
------------------------------------	--	--------------------------------



(Office Seal)	(Office Seal)	Witness 2: (Name & Address)
---------------	---------------	--------------------------------

Place
Date



Last
page
of the

Document t

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of the date of later of the signature below (the "Effective Date") between including its successors and **Employees State Insurance Corporation (ESIC)**. In order to protect certain confidential information which may be disclosed by and between and the ESIC, the parties agree to the following:

1. **Definition. "Confidential Information"** means information (whether electronic or otherwise) disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), including but not limited to, business information, specifications, ideas, know-how, designs, drawings, data, computer programs, marketing, technical, financial and any other information relating to its personnel, customers, affiliates or agents, provided that such information is identified and marked as "Confidential" at the time of disclosure.

If such information is disclosed orally or visually, it shall be identified by the Disclosing Party as Confidential Information at the same time of disclosure and shall be confirmed as such by written summary mailed to the Receiving Party within thirty (30) days after the original disclosure.

2. **Purpose.** The Receiving Party shall use the Confidential Information for the purpose of Reference only.
3. **Protection of Confidential Information.** The Receiving Party shall not disclose the Confidential Information to any person other than the Receiving Party's (and/or its affiliates) personnel, directors, consultants and independent contractors as is necessary to fulfill the Purpose.

Receiving Party shall ensure that each such employee, affiliates, personnel, directors, consultants and independent contractors is bound by a back to back written agreement not to divulge such Confidential Information with terms that protect the Disclosing Parties

Confidential Information in the same manner as the Receiving Party is bound herein.

The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care as the Receiving Party uses to protect its own confidential information.

4. **Exclusions.** This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information which: (i) is a part of or enters into the public domain; (ii) was already in the Receiving Party's possession prior to the date of disclosure; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is independently developed by the Receiving Party without use of the Confidential Information; (v) is approved for release (and only to the extent so approved) by the Disclosing Party or (vi) is required to be disclosed by operation of law or governmental authority.
5. **Term and Termination.** This Agreement shall be valid for the period of contract or its extension, if any, from Effective Date unless terminated by either party upon thirty (30) days' written notice to the other party. Upon request from the Disclosing Party, Receiving Party shall at the option of the Disclosing Party, return or destroy all Confidential Information and all copies, notes, summaries or extracts thereof and certify the same.
6. **Proprietary Rights.** Each party shall retain all right, title and interest to such party's Confidential Information. Neither Party acquires any intellectual property rights or any other rights or licenses under this Agreement, impliedly or otherwise, except for the limited right to use as set out in Section 2 ("Purpose") above.
7. **Injunctive Relief.** The Receiving Party agrees and acknowledges that any breach of this Agreement would cause the Disclosing Party irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party will be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement.
8. **Independent Development.** Nothing in this Agreement shall be construed to preclude either party from developing, using, licensing,

and/or selling any product or service that is developed without use of the Confidential Information.

9. **No Warranty.** All Confidential Information is provided "AS IS". Neither Party makes any warranties, express, implied or otherwise, regarding the Confidential Information, including without limitation warranties of merchantability, fitness for purpose, non-infringement, completeness or accuracy.
10. **Notice.** Except as expressly stated herein to the contrary, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by prepaid registered mail or by facsimile, addressed to intended recipient's address as specified below or such other address as either Party may notify to the other for this purpose from time to time. Any notice shall be treated as having been served on delivery if delivered by hand, two (2) working days after dispatch if sent by courier, on confirmation of transmission if sent by facsimile and four (4) working days after posting if sent by pre-paid registered mail.
11. **General.**
 - a) This Agreement shall not be construed to create a partnership, agency or other relationship between Parties.
 - b) This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information relating to the Purpose, whether written or oral.
 - c) This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - d) Except to its affiliates, neither party shall assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise) or any rights or obligations hereunder without the other party's prior written consent.

- e) Any additions or modifications to this Agreement must be made in writing by mutual consent of both the parties and must be signed by an authorized officer of both the Parties.
- f) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving party.
- g) If any provision of this Agreement shall be held, for any reason to be illegal, invalid or non-enforceable, the remaining provisions shall nonetheless be legal, valid and enforceable.
- h) For the avoidance of doubt, it is clarified that:
 - a) The terms of this Agreement are confidential; and
 - b) The recitals given hereinabove form an integral part of this Agreement.
- i) This Agreement shall be governed by laws of Govt. of India. Any disputes or differences arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of courts of Delhi.