



Request for Proposals (RFP) For  
Content Creation & Operationalization of  
Social Media Channels under  
– PM-YUVA Yojana Project

Issued: 14<sup>th</sup> October, 2021  
Submission Deadline: 13<sup>th</sup> November 2021

Pradhan Mantri Yuva Yojana (PM-YUVA)  
Ministry of Skill Development and Entrepreneurship (MSDE)  
Government of India  
NIESBUD, A-23, Sector – 62, Noida 201309

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## **Disclaimer**

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The PM-YUVA, NIESBUD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

All information contained in the RFP, to be subsequently provided / clarified are in good faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

PM-YUVA, NIESBUD reserves the right to cancel the RFP and / or invite afresh with or without amendments to the RFP, without liability or any obligation for such RFPs and without assigning any reason.

# REQUEST FOR PROPOSAL

## Recruitment of Agency for Content Creation & operationalization of Social Media Platform under PM-YUVA Yojana

**The Pradhan Mantri YUVA Yojana (PM-YUVA)** is a centrally sponsored program of Ministry of Skill Development and Entrepreneurship (MSDE), Government of India that is being implemented by National Institute for Entrepreneurship and Small Business Development (NIESBUD). PM-YUVA Yojana aims to create an enabling ecosystem for entrepreneurship development through entrepreneurship education & training, advocacy, and easy access to entrepreneurship network promoting social entrepreneurship. As part of the project, the PM-YUVA, NIESBUD (referred to as Institute) is planning to develop a social media platform to promote entrepreneurship.

**PM-YUVA YOJANA**, on behalf of the Ministry of Skill Development and Entrepreneurship, Government of India, invites RFP for development of Social media platform through Content Creation different social media channel such as YouTube, Facebook, and Instagram. (PM-YUVA will be referred to as **Institute**).

PM-YUVA Yojana, a centrally sponsored Project for creating an enabling eco-system for entrepreneurship development through entrepreneurship education and training; advocacy and easy access to entrepreneurship support network and promoting social entrepreneurship.

The scheme has four main objectives:

1. Educate and equip potential and early-stage entrepreneurs
2. Connect entrepreneurs in enabling networks of peers, mentors, incubators, funding and business services
3. Coordinate and support entrepreneurs through Entrepreneurship Hubs(E-Hubs)
4. Catalyse a culture shift to support aspiring entrepreneurs

## **Introduction & Background**

The Pradhan Mantri YUVA Yojana (PM-YUVA) is a centrally sponsored program of Ministry of Skill Development and Entrepreneurship (MSDE), Government of India that is being implemented by National Institute for Entrepreneurship and Small Business Development (NIESBUD) (Institute). PM-YUVA Yojana aims to create an enabling ecosystem for entrepreneurship development through entrepreneurship education & training, advocacy, and easy access to entrepreneurship network. As part of the project, it has been decided to undertake

### **“Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana”**

With a view to implementing the RFP, the PM-YUVA, NIESBUD (referred to as Institute), invites proposals to undertake, content creation for all YouTube, Institute’s Social Media Channels & Digital Marketing. The institute desires to engage a credible professional agency who would implement in accordance with terms and conditions stated in the Terms of Reference specified in Appendix- 1.

The Institute invites enterprises to come forward with their outline, proposition for undertaking the Project in conformity with the Scope of work. The Institute intends to select the most suitable and competent enterprise for the project based on the quotation provided to achieve key milestones. This will be in accordance with the procedure set out by the Institute.

## **General Instructions**

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, all bidders must form their own conclusions about the activity support required.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Institute on the basis of this RFP

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Institute. The Institute may cancel this public procurement at any time prior to a formal written contract. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

The bidder does have the option to form a consortium before bidding. PMYUVA has also given waiver of some restrictions, as detailed later to support “Make-in-India in initiatives” and MSME and Startup companies. PMYUVA, Government of India will honor Govt. of India Public procurement (preference to Make in India) order 2017, and its further revisions, as applicable to encourage ‘Make in India’ and to promote manufacturing and production of goods and services in India.

At the end of the RFP process, a bidder company will be selected under Quality and Cost Basis Selection (QCBS) method of procurement as per the guidelines of GFR, 2017 rule no. 192 and Manual for Procurement of Consultancy & Other Services, 2019 issued by the Department of Expenditure, Ministry of Skill, Government of India and procedures described in this document



### **Important Dates**

- Bidding agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- RFP and corrigenda there on shall be published on [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.NIESBUD.gov.in](http://www.NIESBUD.gov.in)
- This RFP document is not transferable.
- The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal. Important dates related to the RFP are as follows.

<b>Job Requirement</b>	<b>RFP for Content Creation &amp; operationalization of Social Media Platform under PM-YUVA Yojana</b>
Publication date	14 <sup>th</sup> October 2021
Proposal Document	The Proposal document can be downloaded from the official website of the NIESBUD ( <a href="https://niesbud.nic.in">https://niesbud.nic.in</a> )
Contact person for clarification	Chatterpal Singh, ( <a href="mailto:chatterpal.pmyuva@nic.in">chatterpal.pmyuva@nic.in</a> ) 95553 90615
Date and Venue of Pre-Proposal Meeting	2 <sup>nd</sup> November 2021 at The National Institute for Entrepreneurship and Small Business Development NIESBUD, A-23, Sector- 62, Noida, 201309
Last date for submission of Proposal	13 <sup>th</sup> November 2021 at The National Institute for Entrepreneurship and Small Business Development NIESBUD, A-23, Sector, 62, Noida, 201309
Opening of Proposals - Technical	15 <sup>th</sup> November 2021
Opening of Proposals - Financial	15 <sup>th</sup> November 2021
Letter of Award (LOA)	within 10 days of opening proposals

Signing of Agreement	within 10 days of LOA
Validity of Applications	60 days of Proposal Due Date
Earnest Money Deposit (EMD) in the form of a Bank Draft or Bank Guarantee	Rs. 5,00,000/- (Five Lakhs) in the form of a Demand Draft OR Bank Guarantee Issued by any Scheduled bank in favour of PAO,NIESBUD payable at Noida.
RFP document fee (Non-refundable and Not exempted)	INR 5,000 (INR Five thousand only) by DD in favour of PAO, NIESBUD, payable at Noida any of the Commercial banks.

### **Eligibility Criteria and Qualification of Agency**

The RFP can be responded by bidders of organizations which can be government, semi-government and private organizations with at least 5 (five) years of experience in content creation for social media channels and video production. The agency needs to have delivered 3 (three) similar assignments in Content Creation & Operationalization of Social Media Channels.

The bidder/s can submit a bid as Startup / MSME with supporting documents (certificate from the Inter-Ministerial Board as Startup / certificate from The Ministry of MSME, Government of India for MSME). However, bidder/s cannot request to be considered as Start up or MSME, after the submission of bid without the required documents.

### **Key Personnel**

The agency must have one representative from the core team of key personnel available for meeting in Delhi as and when necessary. The personnel team should have had handled combined function of Creative, Strategy. Servicing, Social Media and Digital media.

The Agency Team shall consist of the following key personnel who shall have the expertise and discharge their respective responsibilities as specified below:

<b>Key Personnel</b>	<b>Expertise and Responsibilities</b>
Project Head	<p>Relevant experience in having handled institutional clients and government projects. Should have handled successful reach out sensitisation campaigns in the past. Apart from the above below are clear line expectations.</p> <ul style="list-style-type: none"> <li>• Liaison with Institute’s to align goals and execution of programs by being a link between the Institute and Social Media team to Manage and execute the day-to-day content, YouTube and social media operations.</li> <li>• Devise reporting methods for new video platform, social media monitoring on topical, regional and international issues relevant for the Institute.</li> <li>• Translate The Institute’s goals and objectives into actionable and measurable digital programs including online media, social, other digital components.</li> <li>• Recommend product, content and digital programs to support the Institute’s initiatives.</li> <li>• Analyse the productivity and effectiveness of all social media efforts and develop meaningful metrics and reports.</li> <li>• Implement measurement tools to measure the impact of Digital initiatives taken.</li> <li>• Analyse and communicate insights gained from social media and digital monitoring to the internal teams.</li> </ul>
Creative Head / Visualiser	<p>Needs to be very strong with creative representations. Should be able to bring in new creative inputs with existing institutional guidelines. Experience in Video and audio and content management will be an advantage. Apart from the below</p> <ul style="list-style-type: none"> <li>• Develop new brand identity deliverables</li> <li>• Create and design digital marketing and branding and new video content</li> <li>• Developing designs briefs by gathering information and data to clarify design issues.</li> <li>• Thinking creatively to produce new ideas.</li> <li>• Using innovation to redefine a design.</li> <li>• Using wide range of media, including photography and computer idea design or new video media to reach new audience.</li> <li>• Producing accurate and high-quality video and works.</li> <li>• Work on various templates, design layouts</li> <li>• Work on graphic design for supporting content on social media platforms</li> <li>• Modifying existing material</li> <li>• Participate in various brain storming sessions</li> <li>• Provide additional design support as needed</li> <li>• Maintains secrecy of the story board, designs, campaigns.</li> </ul>

Copy Writer	<p>Relevant experience in handling large copy, script for video, posts, blogs etc. Should have experience in working on content calendar. Apart from the above below are the other expectations</p> <p>Implementing Moderation Strategies</p> <ul style="list-style-type: none"> <li>• Review and moderate all user-generated content</li> <li>• Manage the banned user process, and track and remove previously banned users</li> <li>• Maintain the Moderation Guidelines and ensure they are up to date</li> <li>• Produce reports on relevant moderation statistics, issues and outcomes</li> <li>• Any other task as shared by the Institute</li> </ul>
Digital Marketeer	<p>Should have handled at least 2, call to action social campaigns in the past. Experience with Video media will be an advantage.</p> <p>Responsible for developing content across owned and earned social channels. This could include blog posts, tweets, status updates, pins, photos and videos.</p> <p>Creates, manages and grows the Institute’s presence across social media channels, including, but not limited to blogs, Twitter, Facebook, Google plus, interest, LinkedIn, YouTube and Instagram and creation of Wikipedia posts. Ensuring tracking, collecting and analysing relevant social media metrics and ensure timely, effective and efficient reporting of all social media efforts.</p> <p>Analysing the Institute’s social media engagement metrics, such as new user growth, fan likes, comments and shares, and report these numbers based on Institute’s specific program goals Identify and leverage new social media platforms and analytic programs and adjust social media strategy as necessary.</p>
In- House Production Team	<p>Should have capacity for production and post production work. Need summary details as mentioned below</p>

### **Education and Experience of Key Personnel**

Key Personnel	Education	Experience
Project Head	Post Graduate or equivalent	7 years
Creative Head / Visualiser	Graduate or equivalent	5 years
Copy Writer	Graduate or equivalent	4 years
Social Media Specialist	Graduate or equivalent	3 years

### **Objective and Scope of Work**

The purpose is to utilize the various popular social media platforms for effective dissemination of information about various programs being delivered by Ministry of Skill Development and Entrepreneurship, Government of India.

The initiative aims to create awareness and raise new entrepreneurs in the ecosystem in addition to identifying scale up entrepreneurs, who have defied the odds. The work requires comprehensive content management and creation on the social media space and associated creative services. Specific focus has to initially be assigned to encourage more entrepreneurs to take up entrepreneurship activities.

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

### **Branding Objective for The Institute**

The overall objective of hiring an agency is to generate awareness about the Institute's entrepreneurship platform and its importance in helping youth find a skill to start an enterprise. Agency shall undertake all the necessary activities required to achieve the intended objective through developing a comprehensive strategy covering online media, digital media, audio platform and other video platforms.

The objectives of promotional activities are

- a. Establish the recall of "The Institute" and its activities
- b. Create awareness about courses and the initiatives taken by the Ministry, to help individuals start their own enterprise.
- c. Increase engagement through the media social channels

### **Preparation of Detailed Promotion & Communication Strategy:**

The selected agency will be required to plan and design a detailed promotion strategy for the Institute to carryout different online promotional activities covering all major online media platforms, including new medium.

The selected agency will be required to suggest a blend of effective and sustainable online strategy. This strategy document will be a live- document, which may get updated post each campaign basis the impact assessment results. The communication strategy could focus on the following components –

- Brand building for NIESBUD through a comprehensive Creative Content Creation Plan and Social Media Communication Strategy
- Continuous visibility of NIESBUD projects & activities, its target areas (Skill Development, Leadership skill, Entrepreneurship), and beneficiaries in various print, electronics, and social media handlers.
- Popularizing, measuring & managing the perception of NIESBUD among entrepreneurs and Budding Entrepreneur and in Public.

### **Scope Of Work – Content Creation**

**The scope of work shall comprise:**

#### **Content Creation**

- (i) To create regular content every fortnight and disseminate the same across all online media channels on Institute’s Social Channel Pages.
- (ii) Collaborate, brainstorm and actively participate in strategy discussions with the NIESBUD team to understand and receive briefs, ideate on new approaches and devise outreach plans
- (iii) To create a social media and content calendar for every quarter. The same will be approved by the Institute, before the work on the same is done.
- (iv) The channels include YouTube, Facebook, Instagram, LinkedIn and Twitter
- (v) The scripting of content and the format will also need to be approved by the Institute.
- (vi) The format for example has to be specific. In regards to YouTube could be explainer videos, host driven, data driven, voice over driven etc.

#### **Digital Films – Types expected**

Promotional documentaries (Under 5-minute duration), Experience film of students and their success stories (Under 5-minute duration), and 3D/ 2D animation videos (explainer videos) (both 2–3-minute duration) can be extremely effectual for raising awareness, informing and educating the masses about various activities of the institute. The agency will also use videos to create reels for Instagram.

The selected agency will be responsible for conceptualizing, creating and producing the videos under this engagement. The selected agency is not only responsible for quoting the cost for creating the script of such videos but also for the production of it.

All production will be freshly shot per engagement, using professional photographers / videographers and further edited to make it ready for consumption. All graphics/animations/art work used must be developed by the agency for every scope of activity discussed and agreed with the institute.

### **Specific to Social Channels**

Twitter:

Creating graphical and video creatives for the Twitter account for at least 1 tweet every 3 days on important ongoing/upcoming activities of the institute. Prior creatives for post will need to be approved. The selected agency will be required to create creatives for the twitter handle and help in trending topics of interest. The Institute would manage its twitter handle with its own team.

YouTube:

The Institute channel on You Tube will be created wherein all audio-visual media, interviews, animated films etc. will be posted. The selected agency will be required to create Pre-roll ad (TrueView format ads- skippable as well as non-skippable) from videos for extensive promotion of The Institute. The selected agency will be end to end responsible for this scope activity including creating script for videos (for fresh video shoots), art work, adaptations in different sizes, etc;

Facebook:

On the Facebook page, the selected agency will be required to create response for Facebook page comments, create interesting posts about new topics of interest and make the same organically trending; The Institute would manage its twitter handle with its own team.

Viral Videos:

The selected agency will be required to create creatives for videos and also support The Institute in making at least 4 short videos in 90 days for new video platform. Like Josh, Moj apps etc

New Media Marketing / Content

The selected agency may be required to aid in designing the creatives for the Institute's initiative. Further, the agency will be required to write articles to be posted on the Institute's portal and other websites to increase engagement that enables searches on various search engines. This is not to be limited to SEO and SEM. Further it is imperative to mention here that this will an ongoing activity throughout the duration of the engagement and specific need-based articles, contents, support in managing social media of The Institute, to create awareness of the activities will be taken from time to time.

## Podcast

After an engagement period of 4 months, the agency will need to advise The Institute and make foray into audio platform. The selected agency will be required to create creatives (packaging) for script of the podcast. Interview material and the content will be provided. The Institute needs to aid in the technical aspect of production and online listing. The podcast will be in multiple languages to reach a wider scope of audience.

### Continuity Planning

- (vii) Social media management, digital strategy, online content creation, community management, online reputation management and performance marketing
- (viii) Strategize, set up, manage and execute channel-wise strategy for the Institute's identified channel pages - social media platforms LinkedIn, Facebook, Twitter, Instagram and YouTube
- (ix) Consistently observe, improvise and implement basis weekly, fortnightly and monthly reports for all deliverables agreed upon during the association. Share regular reports with insights, best practices and suggestions for improvement

### Scalable

- (x) The first one month will be given to prep for pre-launch activity. Post the first month of preparation and planning, the following 3 months of engagement, will target conventional social media channels which will be YouTube, Facebook, Instagram, LinkedIn and Twitter that will need to be developed and maintained.
- (xi) Post the 4 months of pilot, which includes 1 month for preparation and 3 months of execution, the agency is expected to deliver the key minimum results prescribed under the column **Minimum Key Results Expected from The Agency**.
- (xii) After 4 months of execution new avenues/ channels of content dissemination will be considered. The new channels could be, blogs, open media platform, Open OTT and Podcast
- (xiii) To start with the communication will be in English and Hindi.
- (xiv) The production of content can be in English and the same can be translated in Hindi. or vice versa.
- (xv) There will be 1 primary content followed by translated content. English to Hindi or vice versa.
- (xvi) The pages / channels should be maintained in such a way that we should be able accommodate any amount of events / posts/ content in simple easy to access.



- (xvii) The time lines of adding content should be in accordance with data driven approach, by targeting the time of the day when the post(s) can be viewed the most (hit rate percentage). This will also improve based on the data analysis as the project moves forward.

### **System for Content Dissemination**

- (xviii) The institute is involved with various initiatives through the week. The initiatives include mentoring programs, site visit, field visit, entrepreneurs launching their enterprises etc. For all these a simple system needs to be put in place for effective showcase on social media platform.
- (xix) The above should find mentions in the content and social media calendar.
- (xx) The system should be created to facilitate multiple cross post on other platforms with ease.
- (xxi) Hit rate analysis should be incorporated as per part of the guidelines to be followed
- (xxii) Create relevant tagging & linkages of content on the all platforms.
- (xxiii) A detailed brand guideline needs to be put on place during the pilot on the entire process followed during the creative creation. (Design, artwork, and Production)

### **Scope Of Work – Report & MIS**

#### **Compliance**

- (xxiv)

Compliance to guidelines “For Framework & Guidelines for Use of Social Media for Government Organizations” issued by Department of Electronics and Information Technology Government of India

[https://www.meity.gov.in/writereaddata/files/Approved%20Social%20Media%20Framework%20and%20Guidelines%20\\_2\\_.pdf](https://www.meity.gov.in/writereaddata/files/Approved%20Social%20Media%20Framework%20and%20Guidelines%20_2_.pdf)

(xxv) Other compliance includes

- Content Copyright
- Content Hyperlinking
- Scope & Quality of Content
- Design

### **Intellectual Property Rights**

The Institute shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to The Institute. The selected agency has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying agreement to any third party under any circumstances.

All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of NIESBUD.

### **Query Management**

- All the queries received on the all platforms must be replied to and addressed within 24 working hours in consultation with the institute
- Moderation of the all platforms with a frequency of 2 times a day

Must Haves on Every Social Media Page / Channel

- 1) Home Page Requirements / Directing to website
  - a) Attractive display headers (Displaying pleasant blurbs)
  - b) Display footers
  - c) Putting up active and recent updates
  - d) Live chat window or WhatsApp compliant or messenger compliant
  - e) Others Must Have information (Links to the below details)
    - About Us
    - Program Details and NIESBUD initiatives & Schemes
    - Success stories

- Contact Us
- Privacy Policy
- Copyright

#### Others Tools

- About Us
- Program Details and NIESBUD initiatives & Schemes
- Success stories
- Contact Us
- Privacy Policy
- Copyright

#### Storage management

- a. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats.
- b. Availability of archive content should be for at least 180 days.
- c. The Agency will submit the archived content to the Institute within specified time in copies of Compact Disc.
- d. Creatives/Photos Bank- Creatives/Photos with cataloguing needs to be developed in advance. This can consist of at least 20 + Creatives/Photos/ Artwork of high quality and high-resolution aesthetic work of relevant activities and events.
- e. Multiple Creatives - As every creative or design is shared on multiple platforms, with specific framework, the same needs to be shared with source files.
- f. All work will be considered the property of the Institute.

## Miscellaneous Work

Please note a social media expert may be deputed at the NIESBUD office in Delhi from time to time. They would need to have the requisite skill sets to gather, collate, design, write contents and post contents on the social media websites under supervision of the Institute.

## Report and MIS

- (i) User should be able to perform search and knowledge entrepreneur discovery through social media platform.
- (ii) A detailed MIS needs to be reported every 10 days
- (iii) The reports will need to be available on dashboard
- (iv) Strategy versus, hit rate should be measured along with comment analysis and engagement report

## Minimum Key Results from The Agency

- Increase in audience base equally among all 6 regions of the country (Central India, East India, North India, Northeast India, South India & Western India)
- Top Twitter trends on entrepreneurship and skilling is concerned in 120 days
- 1 Lakh views on YouTube over a period of 90 days target
- Dubbed channel views to touch around another 1 lakh in regional languages
- YouTube - 5000 subscribers in 3 months
- Facebook- 5k followers in 1 month
- 50,000 views in first 3 months Instagram
- Reach new media like Josh, Moj apps where short videos have wider reach
- LinkedIn to double users every 3 months
- The institute should be in first 5 pages of search related to skilling and self-employment
- The agency to create 4 short videos in 90 days for new video platforms Moj and Josh

## **Target Audience**

The Target Audience for the promotional activities undertaken through his engagement would be primarily targeted at entrepreneurship and skilling eco system. The other broad target categories are

- a. Citizens (Common Man)
- b. Central & State skill developed centres
- c. States
- d. Industry & businesses (including MSME, Banking and Financial services)
- e. Students and Academia
- f. Organizations, School Boards, Universities
- g. Civil Society Organizations (CSOs), Non-Governmental Organizations (NGOs), Self-Help Groups (SHGs)

## **Commercial Quote**

The commercial price for the above deliverables is to be quoted by the agency. The engagement is for the duration of the program. The program completes its phase on March 31<sup>st</sup> 2022. The quote is for the work from October 2021 onwards

The quote needs to be all inclusive of all applicable taxes, duties, other levies and charges etc.

The agency shall quote for the entire scope of RFP on “overall responsibility” basis such that the total project cost in respect of providing the product / services.

Please note in addition to the quote, the agency needs to detail out benchmark and target projections for Institute’s Social channel for half a year (6 Months).

## **Deliverable Timelines**

The selected agency will be required to submit the comprehensive first step strategy for promotion to the Institute in 30 days from the effective date of the contract. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignment.

The selected agency will be required to extend all the support required to meet the intended objectives of the comprehensive strategy.

The selected agency will be required to adhere to the service levels for each of the deliverable agreed with The Institute under this engagement, as under:

## Payments

Below will be the payment structure that will be followed based on the approved quote given by the agency. The payment made will be closely linked to the deliverables and timelines associated with each of them

S. No	Milestone & Deliverables	Timeline in days	Payment
1	Pre- Launch & Benchmark Setting	0 - 30	10 %
2	Minimum Key Results to be achieved for 90 days	31- 90	40 %
3	Documentation, MIS structure, Compliance, IPR, Query management turnaround	91- 120	25 %
4	Benchmark achieved and committed by the agency. Project closure and handover (Storage, electronic and digital)	121- 180	25 %

## Overall Impact Assessment:

The Institute may undertake the overall impact assessment exercise through a third-party agency from time to time to understand the response from target audience against various promotional activities.

This may require primary research activities as well by physically conducting surveys of citizens. This activity will form the basis for revising the media plan if required. Suggestions submitted by the third-party agency would require to be incorporated in the comprehensive promotional strategy by the Agency, selected through this process and further undertake all the necessary actions emerging from the impact assessment exercise.

The bidder will be required to submit the revised strategy document within stipulated timelines (30 days) from the date of communication of such suggestions emerged from impact assessment.

## Project Documentation

The hired firm shall create and maintain all project documents that shall be passed on to PM YUVA as deliverables as per the agreed project timelines. The hired firm shall also prepare all necessary documentation for the project, and provide it to PM YUVA for review, approval, record, reference etc as mentioned in this RFP.

## SELECTION TERMS

1. PM YUVA, NIESBUD will select an agency initially for a period of 6 months (up to the duration of the project), but extendable at the sole discretion of PM YUVA, NIESBUD. The decision of PM YUVA, NIESBUD on this shall be final. The decision for the same may be taken before March 31 2022 and NIESBUD may issue a directive on the same.
2. The work under this RFP is not assignable by the selected agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the work or any part of it to any other agency in any other form than defined in this RFP. If found doing so, shall result in termination of selection/work order and forfeiture of Security Deposit.
3. In case the selected agency is found in breach of any condition(s) of the RFP, at any stage, legal action as per rules/laws, shall be initiated against the agency and EMD / Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract / Work Order has been executed by PM YUVA, NIESBUD. PM YUVA, NIESBUD may cancel this RFP / tender at any time.
5. PM YUVA, NIESBUD, without assigning any reason can reject any bid / RFP, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
6. The decision of PM YUVA, NIESBUD arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
7. Conditional bids are not acceptable and shall be summarily rejected.
8. The onus of providing the correct information/documents lies on the bidders. The bidder shall ensure that all information/documents submitted by it are correct. Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected.
9. PM YUVA, NIESBUD will not be responsible for any misinterpretation or wrong assumption by the bidders while responding to this tender / RFP.
10. PM YUVA, NIESBUD may terminate the RFP process at any time and without assigning any reason. PM YUVA, NIESBUD may, by written notice send to the selected agency; terminate the work order in whole or in part at any time of its convenience. The notice of termination will specify, the extent to which performance of work under the work order and/or the contract is terminated, and the date upon which such termination becomes effective. PM YUVA, NIESBUD reserves the right to cancel the remaining part and pay to the selected agency the amount for partially completed Services.
11. Selected agency to agree with PM YUVA, NIESBUD for honoring all aspects of fair-trade practices in executing the Work Order.

12. In the event of the selected agency or the concerned division of the agency being taken over / bought over by another agency, all the obligations and execution responsibilities under the agreement with PM YUVA, NIESBUD, should be passed on for compliance by the new agency in the negotiation for their transfer.

13. In case of the selected agency is found in breach of any condition(s) of RFP / work order, at any stage during the course of service, appropriate action as per rules/laws, may be initiated against the agency and Security Deposit shall be forfeited, besides debarring and blacklisting the agency concerned for at least three years, for further dealings with PM YUVA, NIESBUD.

14. The selected agency shall be solely responsible for the discharge of all the legal obligations / statutory requirements under various labor legislation as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the agency will have no right or claim of any kind from PM YUVA, NIESBUD.

15. Staff of the agency must carry an Identity card issued by the agency while on duty at PM YUVA, NIESBUD. Be it private or public areas, the employees are to be frisked/checked by the security personnel, both while entering and leaving the premises.

16. PM YUVA, NIESBUD will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the selected agency and the manpower engaged by them from time to time as per the government rules & regulations.

17. The responsibility of fulfilling the requirements of EPF, ESIC, and other allowances of the engaged manpower shall be of the selected agency. PM YUVA, NIESBUD shall remain indemnified of any conflict of such nature arising between the agency and its employees. PM YUVA, NIESBUD may ask the selected agency to submit documentary proofs of such nature as and when the need arises.

18. Outsourcing / Consortiums / Subcontracting is not allowed for the purpose of participating in this RFP.

19. PM YUVA, NIESBUD shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in the tangible or intangible form shall belong to PM YUVA, NIESBUD and the selected agency have no right to assign, license, sell, or use any content conceptualized, created, and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created, and implemented by the selected agency whether in the tangible or intangible form shall bear relevant copyright notices in the name of PM YUVA, NIESBUD. The selected agency shall take all such appropriate legal actions to safeguard violation of PM YUVA, NIESBUD's intellectual property rights if any.



### **Pre-bid Queries**

PMYUVA shall hold an online pre-bid briefing meeting with the prospective bidders. The bidders will have to send their queries to PM YUVA by email to chatterpal.pmyuva@nic.in. All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document.

The preferred mode of delivering written questions to the aforementioned contact person would be through fax or email. Telephone calls will not be accepted. In no event will PM YUVA be responsible for ensuring that bidders' inquiries have been received by it.

After distribution of the RFP, the contact person notified by PM YUVA will begin accepting written questions from the bidders. PMYUVA will make efforts to provide a full, complete, accurate, and timely response to all questions. However, PM YUVA makes no representation or warranty as to the completeness or accuracy of any response, nor does PMYUVA undertake to answer all the queries that have been posed by the bidders.

### **Responses to RFP Queries**

- a. The person notified by Institute will endeavour to provide timely response to all queries. However, Institute makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Institute undertake to answer all the queries that have been posed by the agencies showing interest.
- b. Any requests for clarifications post the indicated date and time may not be entertained.

### **Bid Submission**

Startup means an entity, incorporated or registered in India (as defined by DIPP):

- i. Not prior to Ten years,
- ii. With annual turnover not exceeding INR 100 crore in any preceding financial year, and
- iii. Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
  - a. Provided that such an entity is not formed by splitting up, or reconstruction, of a business already in existence.
  - b. Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 100 crore or it has completed 10 years from the date of incorporation/ registration.
  - c. Provided further that a Startup shall be eligible for benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

### **Definition of Micro, Small and Medium Enterprises**

- i. A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- ii. A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;
- iii. A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

In case of the above enterprises, investment in plant and machinery is the original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O. 1722(E) dated October 5, 2006.

### **Compliance to the Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

The bidders from a country, which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) subject to get registered with the Competent Authority and comply with the restrictions, as imposed under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 notified by Department of Expenditure vide OM No 6/18/2019- PPD dated 23rd July 2020.

### **Bid Submission Instructions**

- i. The bidders should submit their offers in three parts: Pre-Qualification Bid, Technical Bid and Financial Bid as per format given in this document.
- ii. The bidder shall submit the following envelopes.

### **Signing Of Contract**

After the notification of award/ contract, The Institute will issue Purchase Order (PO)/ Letter of Intent (LoI). The Bidder shall sign and return back to The Institute duplicate copy of the Purchase Order/LoI as an acceptance of the PO/ LoI within 7 working days from the date of issuance of PO/ LOI along with a Performance Bank Guarantee.

On receipt of the Performance Bank Guarantee, The Institute shall enter into a contract with the successful bidder. The Institute shall have the right to annul the contract in case there is a delay of more than 30 days in signing of contract, from the date of acceptance of PO/LOI, for reasons attributable to the successful bidder and follow Government guidelines for the award of contract to next best value bidder as per evaluation criteria

### Form 1: COMPLIANCE SHEET FOR TECHNICAL PROPOSAL

Below table summarizes the list of mandatory documents to be submitted mandatorily with Technical bid:

S.No.	Category	Yes/ No
1	Self-Attested Certificate for no. of years the agency has been in the field of content development for social media channels and video production	
2	Work order of No. of Govt. Projects – on campaigns, projects executed along with the outcome and target achieved	
3	Work Order of No. Private/ Corporate Projects - On campaigns, projects executed along with the outcome and target achieved	
4	Production capabilities report mentioned under scope of work page	
5	Certificate of annual turnover during the last two years.	
6	Relevant documentation covering Organization profile, including organization business, structure, core competency and resources availability	
7	Video Capability questionnaire to be answered mentioned in page number 14	
8	Benchmarks & Target Projection for Institute's Social Channels for 6 months (The duration of the project). Including branding strategy for the institute	
9	CVs of proposed Project team	

### Form 2: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Whereas <<name of the bidder>>(hereinafter called 'the Bidder') has submitted the bid for Submission of RFP dated <<insert date>> for <<name of the assignment>>(hereinafter called "the Bid") to <PM-YUVA>

KNOW ALL MEN by these presents that WE <<>>having our office at <<Address>>(hereinafter called "the Bank") are bound unto the <PM-YUVA>(hereinafter called "the PM-YUVA") in the sum of Rs. <<Amount in figures>>(Rupees <<Amount in

*RFP For Content Creation & Operationalization of Social Media Platform/ Channels under  
– PM-YUVA Yojana Project*

**words>> only)** for which payment well and truly to be made to the said NeGD, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<**insert date**>>

THE CONDITIONS of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the PM-YUVA during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the PM-YUVA up to the above amount upon receipt of its first written demand, without the PM-YUVA having to substantiate its demand, provided that in its demand the PM-YUVA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

*This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.*

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to<<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

**TECHNICAL PROPOSAL**

Form-3

**Letter of Proposal**  
(On Bidder's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Sub: Appointment of Bidder for Content Creation & Operationalization of Social Media Channels under– PM-YUVA Yojana Project

Dear Sir,

1. With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as bidder for the ..... Project. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Institute for the aforesaid Project.
4. I/We shall make available to the Institute any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Institute to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the authority;
  - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Institute or any other public sector enterprise or any government, Central or State; and

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the bidder, without incurring any liability to the Applicants
- 9 I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community
- 10 I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11 I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
- 12 I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 13 I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
- 14 I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Institute or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
15. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Bidder / Lead Member)

**COVERING LETTER**

To:

<Location, Date>

Mr. Chatterpal Singh  
NIESBUD, A-23,  
Sector 62, Noida – 201309  
Email: [chatterpal.pmyuva@nic.in](mailto:chatterpal.pmyuva@nic.in)

**Subject:** Submission of the Financial bid for <provide name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for < name of the assignment>in accordance with your Request for Proposal dated <<Date>>and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is exclusive of GST.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>.

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

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**No Deviation Certificate**

<<On Bidder's Letter head>>

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work or The Institute's requirements) or Commercial in either direct or indirect form.

(Authorised Signatory)



## **Bid Submission**

### **Startup means an entity, incorporated or registered in India (as defined by DIPP) :**

- (i) Not prior to Ten years,
  - (ii) With annual turnover not exceeding INR 100 crore in any preceding financial year, and
  - (iii) Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- Provided that such an entity is not formed by splitting up, or reconstruction, of a business already in existence.
  - Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 100 crore or it has completed 10 years from the date of incorporation/ registration.
  - Provided further that a Startup shall be eligible for benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

## **Definition of Micro, Small and Medium Enterprises**

- (i) A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;
- (iii) A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

In case of the above enterprises, investment in plant and machinery is the original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O. 1722(E) dated October 5, 2006.

## **Compliance to the Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

The bidders from a country, which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) subject to get registered with the Competent Authority and comply with the restrictions, as imposed under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 notified by Department of Expenditure vide OM No 6/18/2019- PPD dated 23rd July 2020.

## **Bid Submission Instructions**

The bidders should submit their offers in one single series as per the bid instructions

The bidders should submit a soft copy and the Technical bid should be in a single file in PDF format. These documents should be uploaded on the Central Public Procurement Portal (CPPP) portal at the respective place.

The bidder shall seal the response to the RFP, including response to pre-qualification criterion, Technical and Financial Proposals in an outer envelope marked “Response to RFP for Request for Proposals (RFP) For Content Creation & Operationalization of Social Media Channels under – PM-YUVA Yojana Project. The envelope shall indicate the name and address of the bidder.

The outer envelope shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared “late”. Both inner and outer envelopes shall be addressed to PM YUVA at the address specified in Section

The original proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the bidder itself.

Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.

All pages of the proposal must be sequentially numbered and shall be initiated by the Authorized Representative of the bidder.

A bidder is eligible to submit only one Bid for the Project.

In case the bidder is either a Startup or MSME, the required certificate from the relevant ministry must be enclosed for availing the benefits.

In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of ‘Local content’ where ‘Local content’ means the amount of value added in India as a percentage of total value in percentage.

Bidders must submit their Commercial bid/proposal for Content Creation & Operationalization of Social Media Channels under – PM-YUVA Yojana Project.

In case the bidder has formed a consortium to leverage expertise in other allied functions such as Design, Development and Maintenance, supply, marketing, support etc, the consortium formation documentation must be enclosed.

## **Fraud and Corruption**

PM YUVA, NIESBUD requires that the applicant (agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s) / work order(s). PM YUVA, NIESBUD will reject the bid, if the applicant (agency) has been determined by PM YUVA, NIESBUD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive, Violating any Intellectual Property Rights, TradeMark and CopyRights. These terms are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of PM YUVA, NIESBUD or any personnel during the tenure of work order.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to PM YUVA, NIESBUD, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive PM YUVA, NIESBUD of the benefits of free and open competition.
- iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of bidding.
- v. "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of PM YUVA, NIESBUD, designed to establish prices at artificial, non-competitive levels.

PM YUVA, NIESBUD will reject an application for award, if it determines that the applicant recommended for work order has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for work order.

### **Language of the Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and PM YUVA, NIESBUD shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

### **Rights to the content of the Bid**

All bids and accompanying documentation of the proposal will become the property of PM YUVA, NIESBUD and will not be returned after bid opening. PM YUVA, NIESBUD is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts / consultants engaged in the evaluation of bid responses / any law enforcement agency if required and can do so without compensation to the bidders. PM YUVA, NIESBUD shall not be bound by any language used by the bidder in the proposal in PM YUVA, NIESBUD Dating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **Consortium & Sub-Contracting**

Consortium and subcontracting is not allowed for this engagement. The bidding agency has to be a single entity duly registered under the applicable laws of the country.

### **Earnest Money Deposit (EMD)**

Bidders shall submit, along with their Bids, EMD of Rs 5,00,000 (Rupees Five Lakhs) in the form of a Demand Draft OR Bank Guarantee (in the format specified in Annexure D2) issued by any Scheduled bank in favor of NIESBUD(PM YUVA) payable at Noida.

- i. EMD must remain valid for at least 45 days beyond the final bid validity period and the validity of the EMD should be extended in the event the last date of bid validity is extended.
- ii. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- iii. Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the Successful bidder.
- iv. Proposals submitted without EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- v. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix D.13.
- vi. The EMD may be forfeited:
  - a. If a bidder withdraws the bid during the validity period or any extension agreed by respondent bank thereof or increases his quoted Support Prices during the period of bid validity or its extended period, if any; or
  - b. In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
  - c. If the proposal is varied or modified in a manner not acceptable to the PMYUVA after opening of proposal during the validity period or any extension thereof.
  - d. If the bidder tries to influence the evaluation process.
  - e. If the shortlisted bidder withdraws its proposal during negotiations.
  - f. If the bidder is found to have indulged in any suppression of facts, furnishing of fraudulent statements, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
  - g. If any default by the bidder in respect of tender terms & conditions.
- vii. The EMD shall be submitted in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.
  - viii. In case if bidder is a Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, the bidder may be exempted from submitting the EMD amount.

## **Integrity Pact**

The bidder is required to enter into an Integrity Pact with PM YUVA. For this, the bidder shall submit the original signed, stamped and notarized Integrity Pact as part of an envelope titled "Integrity Pact & EMD" as per dates mentioned, failing which, the Proposal submitted by the concerned bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in the below Annexure.

## **Technical Proposal guidelines**

The bidder is required to provide in the Technical Proposal details of how it proposes to cover all the functional, technical areas of the social media maintenance in the RFP.

The technical proposal should contain a detailed description of how the scope of work outlined in this RFP is met by the proposed solution. Bidders should provide a comprehensive approach and methodology meeting all the functional and other requirements.

- i. PMYUVA retains the right of the final say in the interpretation of the scope of the Project in terms of the functions and processes of PM YUVA, as listed in this RFP.
- ii. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the Requirements Analysis phase from the way they are specified in this RFP should not be considered as deviations or extensions to the original process specifications.
- iii. The bidder is expected to submit their bid in the format specified. Failure to use the specified formats may result in disqualification of the proposal.
- iv. The Technical Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP should not be included in the proposal by the bidder.
- v. The bidder is requested to provide documentary evidence of experience, methodology or any other information provided in the Technical proposal. The bidders are not expected to attach any promotional material or brochures with the proposal.
- vi. The bidder shall number all the pages of the Technical proposal including the annexure and other attachments. All pages should be signed by the authorized signatory.

The Technical proposal shall include the following major sections:

**1. Section I – Understanding of Scope of Work**

- Understanding of Requirements and scope
- Understanding of Market for the Institute – The NIESBUD

**2. Section II – Proposed Approach and Methodology**

- Overall approach and methodology for all components including production and concepts.

**3. Section III – Work Plan**

- Detailed work plan including timelines

**4. Section IV – Proof of Similar work done in Past**

- Details of the projects to be submitted as per Technical Evaluation Criteria Sheet in below Annexure B
- The project award date should not be before 01 April 2015
- Bidders to submit (a) Work Order/Purchase Order/Contract + Completion Certificates from the client; OR (b) Work Order + Certificate of Completion by the Statutory Auditor; (c) OR Work Order/Purchase Order/Contract + Phase Completion Certificate for Projects for which Development is complete for the client.

**5. Section V – Exit Management**

- The bidder shall submit a structured & detailed Transition and Exit Management plan

**6.** Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, this information will not be considered for evaluation purposes.

**Venue and Deadline for submission**

- i. Proposals must be received at the address specified in this RFP.
- ii. Any proposal received by PMYUVA after the above deadline shall be rejected and returned unopened to the bidder.
- iii. PMYUVA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

- iv. PMYUVA reserves the right to
  - a. relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the Ministry and the objective of the scheme without assigning any reasons thereof and
  - b. include any other item in the scope of work at any time after consultation in the pre-bid meeting or otherwise

PM YUVA reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments

In case, the day of bid submission is declared holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings

### **Bid Opening**

The Proposals will be opened by PMYUVA in the presence of bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events:

- a) Pre-Qualification bid
- b) Technical bid
- c) Commercial bid (Financial bid) / Quote

The venue, date and time for opening the Pre-qualification bid are as mentioned in the earlier section. The date and time for opening of Technical bid and Commercial bid would be communicated to the qualified bidders.

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

### **Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

PMYUVA reserves the right to accept or reject any proposal, and to annul the tendering process/public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PMYUVA's action.

### **Notification of Award**

- Prior to the expiration of the validity period, PMYUVA will notify the successful bidder(s) in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, PM YUVA reserves the right to extend the validity period of the bid.
- The notification of award will constitute the initial formation of the contract which shall be valid till the execution of the agreement between the parties. Upon the successful bidder's furnishing of Performance Bank Guarantee, PMUVA will notify each unsuccessful bidder and return their EMD.

### **Bid Evaluation**

#### **Tender Evaluation Committee**

- i. The Tender Evaluation Committee constituted by the PMYUVA shall evaluate the Bids.
- ii. The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and Financial bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidder meets the functional/technical requirements as outlined in the RFP Document. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- iii. Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is the Tender Evaluation Committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- iv. To qualify the Technical Bid Evaluation, the bidder must conform to all the requirements stated in the RFP document and score at least 60% in technical evaluation criteria as mentioned in below Annexure
- v. Financial bids of only those bidders will be opened who qualify the technical bid evaluation . Actual final selection would be based on lowest and the most competitive financial bid.



### **Pre-qualification Evaluation**

- i. The bidders must have furnished the necessary documents to establish their eligibility (indicating the page number in the bid) for each of the items given in the appointment for which the bid is submitted as per below Annexure: ELIGIBILITY CRITERIA. Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it will be summarily rejected.
- ii. A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered.

### **Technical Bid Evaluation**

- i. Tender Evaluation Committee constituted by PMYUVA will carry out a detailed evaluation of responses to the RFP and all supporting documents/ documentary evidence. Technical Bids received will be evaluated to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal.

In order to reach such a determination, the Tender Evaluation Committee will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in Annexure B: TECHNICAL EVALUATION CRITERIA of this RFP. In the event of inability to submit requisite supporting documents / documentary evidence, bid shall be rejected.

- ii. **Proposal Presentations:** The Committee shall invite each bidder to make a Presentation. The purpose of such presentations would be to allow the bidders to present their proposed approach to the Tender Evaluation Committee and the key points in their respective proposals. The presentation will carry 30 marks in Technical Evaluation criteria as mentioned in below mentioned Annexure
- iii. The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFP. For all technically qualified bidders the financial bids will be opened for further evaluation.
- iv. The decision of the Tender Evaluation Committee in the evaluation of responses to the Request for Proposal shall be final. No correspondence will be entertained in this regard.
- v. PMYUVA will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- vi. PMYUVA reserves the right to ask for more information in terms of customer name, experience or deliverables and the bidder is required to provide details about the information enquired.
- vii. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

- vii. Technical Proposal will be evaluated on the criteria mentioned in Annexure B: TECHNICAL EVALUATION CRITERIA. Financial bids of only those bidders will be opened whose technical proposal complies with the requirements mentioned in the RFP document and scores 60 per cent or above.

### **Financial Bid Evaluation**

- i. A Technical Score of sixty (60) per cent or above will be declared as technically qualified. The technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score. Based on the technical evaluation, the Financial Bids of only the technically qualified bidders shall be opened by the Tender Evaluation Committee. The Financial evaluation will take into account the information supplied by the bidders in the Financial Proposal, and shall evaluate the same as per the evaluation criteria specified in below mentioned ANNEXURE of this RFP.

The Technically qualified bidders can submit bids as: (1) Startup and MSME (The bidder/s can submit bids as Start up / MSME with supporting documents. However, bidder/s cannot request to be considered as Start up / MSME, after the submission of bid without the required documents.) (2) Others.

- ii. The Financial bid Support Price will be all inclusive and will include, inter-alia all taxes.
- iii. Mention of any condition in the financial bid will lead to summary disqualification of the entire bid and forfeiture of the EMD.

## **Volume 3 Legal and Contractual Agreements**

### **Appointment of Successful bidder**

#### **Award Criteria**

PMYUVA will award the contract for Content Creation & operationalization of Social Media Platform to L1 bidder and whose financial proposal is the lowest and consider it as substantially responsive as per the process outlined above.

PMYUVA will award the contract for Content Creation & operationalization of Social Media Platform, at the same price of L1 bidder, to L2 bidder whose financial proposal is the second lowest and also considered it to be substantially responsive as per the process outlined above.

PMYUVA will award the contract for Content Creation & operationalization of Social Media Platform, at the same price of L1 bidder, to L3 bidder whose financial proposal is the third lowest and also considered it to be substantially responsive as per the process outlined above.

In case L2 or L3 bidder refuses to supply at L1 price, order to other two bidders would be increased by equal quantity to make up the refused quantity.

In case both L2 and L3 bidders refuse to supply at L1 price, the order to L1 bidder would be increased by 3 Lakhs.

### **Bank Guarantee against advance**

- i. On award of contract, the successful bidder(s) must give Bank Guarantee against advance, (only in case the advance amount is sought by the bidder), equal to 100% of the advance support amount given. Please refer to Annexure. Bank Guarantee against advance must be provided before commencement as mentioned in the Section comprising of : Deliverables, Payments and Timelines.
- ii. The Bank Guarantee will be released after the advance amount has been set off against payment milestones. Thereafter the Bank Guarantee shall be returned to the appointed vendor without any interest.
- iii. PMYUVA shall invoke the bank guarantee against advance in case the selected bidder(s) fails to discharge their contractual obligations during the period or NIESBUD (PM YUVA) incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **Performance Guarantee**

- i. Within 21 days of award of work, the successful bidder(s) will submit Performance Guarantee in the form of Bank Guarantee, equal to 5% of the total quoted amount, to remain valid for a period of ninety days
- ii. The selected bidder(s) shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- iii. In case the selected bidder(s) fails to submit performance guarantee within the time stipulated, PM YUVA at its discretion may liquidate the EMD and cancel the order placed on the selected bidder
- iv. PMYUVA may invoke the performance guarantee in case the selected bidder(s) fails to discharge their contractual obligations during the agreement term or NIESBUD (PM YUVA) incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **Signing of Contract**

After PM YUVA notifies the successful bidder(s) that its proposal has been accepted, the bidder must submit bank guarantee against advance (only in case the advance amount is sought by the bidder) and performance guarantee within 21 days of notification of award and must sign the contract within 21 days of notification.

Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event, PMYUVA may award the contract to the next lowest quoting bidder or call for new proposals from the interested bidders. In such a case, PMYUVA shall invoke the EMD and/or Performance Bank Guarantee and/or Bank Guarantee against Advance of the defaulting bidder.

## **Project Management and Governance**

### **Project Review and Steering Group (PRSG)**

PM YUVA will constitute a Committee viz., Project Review and Steering Group (PRSG) which will monitor a regular basis to oversee the implementation of the project as per Section 7 Deliverables, payments and timelines. In case of delay in execution in the development or implementation phase, liquidated damages as mentioned in Annexure C shall be levied.

In case of further delay, the successful bidder(s) will be called for a meeting with PRSG to explain the reasons for the delay to enable PRSG to make recommendations regarding the additional liquidated damages, or otherwise. PM YUVA's decision will be final and binding on the bidder.

### **Technical Committee**

A Technical Committee (TC) will be set up by PM YUVA during the start of the project. The TC will, at the minimum, include a designated point of contact from the bidder. It will also include key persons from various stakeholders and other officials/representatives by invitation. The operational aspects of the TC need to be handled by PM YUVA including maintaining monthly statuses, minutes of the meetings, project plans, etc.

Technical committee will meet formally covering, at a minimum, the following agenda items:

- i. Project Progress
- ii. Technical challenges and support required from stakeholders.
- iii. Issues and concerns
- iv. Discussion on submitted deliverables
- v. Performance and SLA compliance reports as per the phase
- vi. Discussion on compliance reports by PM YUVA
- vii. Any other issues that either party wishes to add to the agenda

## **Exit Management**

- i. The bidder shall submit a structured & detailed Transition and Exit Management plan along with its technical proposal. Technical Evaluation Committee shall evaluate all the Transition and Exit management plans submitted by various bidders.
- ii. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to RFP's scope of work, the bidder shall ensure that proper and satisfactory Transition is made to the other agency.
- iii. All risks during the transition stage shall be properly documented by the bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
- iv. Bidder shall provide necessary handholding and transition support. This includes:
  - a. The successful bidder(s) has to ensure complete documentation for the entire system is handed over to PM YUVA
  - b. The successful bidder(s) has to handover the list of complete inventory of all assets created for the project
  - c. Bidder to hand-over to PM YUVA the entire design including source code, program files, configuration files, setup files, project documentation, etc.
  - d. Bidder to provide shadow support for at least three months and secondary support for further three months after the termination of contract, as applicable at no additional cost
  - e. Bidder shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided at PM YUVA
- v. The bidder shall provide all knowledge transfer of the system to the incoming agency to the satisfaction of PM YUVA as per the specified timelines.
- vi. The bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

## **General Terms and Conditions**

### **Terms and Conditions**

1. While every effort has been made to provide comprehensive and accurate background information on requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by NIESBUD (PM YUVA) on the basis of this RFP.
2. If the bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

3. Any notification of preferred bidder status by PMYUVA shall not give rise to any enforceable rights by the bidder. PMYUVA may cancel the whole RFP process at any time prior to a formal written contract being executed by or on behalf of the PMYUVA.
4. This RFP supersedes and replaces any previous public documentation & communications related to the components mentioned in the RFP and bidders should place no reliance on such communications.
5. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
6. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
7. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by NIESBUD (PM YUVA) to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process.
8. NIESBUD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
9. All materials submitted by the bidder become the property of NIESBUD and may be returned completely at its sole discretion.
10. At any time prior to the last date for receipt of bids, NIESBUD may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment.
11. The amendment will be published on the NIESBUD website.
12. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NIESBUD may, at its discretion, extend the last date for the receipt of Bids.

13. The bidders are allowed to resubmit their bid, if required, after such amendments.
14. If NIESBUD deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.
15. PMYUVA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum published on NIESBUD website in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
16. IPR must also reside in India so that India has access and complete control to these rights in times of emergency to protect our national interest.
17. Any intellectual property rights arising out of the design of the social media initiative under this RFP and designs (source files) should be jointly owned by NIESBUD (PM YUVA) and the bidder.
18. The successful bidder shall comply with all applicable laws (including without limitation labor laws, insurance laws, etc.) while providing the services.
19. Subcontracting is not allowed without prior permission of NIESBUD.
20. In case of any dispute on any matter related to the project during the course of its implementation, the decision of the Director, NIESBUD shall be final and binding.
21. This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
22. Bidders shall sign multi-party agreements with NIESBUD and PM YUVA. In case of consortium, all the consortium members shall have to enter into a multi-party agreement with NIESBUD and PM YUVA.
23. NIESBUD (PM YUVA) may terminate the RFP process at any time and without assigning any reason. NIESBUD (PM YUVA) makes no commitments, express or implied, that this process will result in a business transaction with anyone. The bidder must specifically indicate if there is any conflict of interest arising as a result of the bidder or any consortium partner.

## **Conflict of Interest**

1. The bidder must specifically indicate if there is any conflict of interest arising as a result of any share or investment of PM YUVA in the bidder.
2. If there is a conflict of interest, the bidder must mention such conflict of interest in their bid for evaluation by NIESBUD and if requested by NIESBUD, give such undertaking as may be required by NIESBUD to mitigate any adverse impact of such conflict on the project.
3. The bidder must specifically indicate if there is any conflict of interest arising if any staff/official who may be involved in the preparation, negotiation, management or enforcement of the contract has any private interest relevant to the proposal. If there is a conflict of interest, the bidder must give undertaking, indemnifying to NIESBUD and confirming that the existence of any such staff/official will not affect the project.
4. The bidder must specifically indicate if there is any conflict of interest arising as a result of any share or investment of the Ministry of Skill, (Govt. of India) or any of its departments in the bidder or any consortium partner.

## **Inspection, Quality Control and Audit**

The selected bidder shall, whenever required, furnish all relevant information, records, and data to auditors and/or inspecting officials of PM YUVA and or any authority designated by PM YUVA. PM YUVA reserves the right to call for any relevant material information/report which would help it in arriving at a decision.

## **Manage Risks**

1. The successful bidder shall identify and bear all the risks associated with Content Creation & operationalization of Social Media Platform.
2. NIESBUD shall not compensate for any losses if any incurred by the successful bidder during the entire contract period.
3. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, NIESBUD reserves the right to get the expectations mentioned in the scope of work delivered from alternate sources at the risk, cost and responsibility of the selected bidder.



## **Disqualification**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- ii. During validity of the proposal, or its extended period, if any, the bidder increases its quoted Support Prices.
- iii. Bidder's proposal is conditional and has deviations from the terms and conditions of RFP
- iv. Proposal is received in incomplete form.
- v. Proposal is received after the due date and time.
- vi. Proposal is not accompanied by all the requisite documents
- vii. Information submitted in the bid proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract or during the tenure of the contract including the extension period if any.
- viii. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- ix. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- x. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- xi. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

## **Limitation of Liability**

- i. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- ii. Except in the case of Gross Negligence or Willful Misconduct on the part of the successful bidder or on the part of any person acting on behalf of the successful bidder executing the work or in carrying out the Services, the successful bidder, with respect to damage caused by the successful bidder including to property and/or assets of PM YUVA or its stakeholders shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds the proceeds the Selected Agency may be entitled to receive from any insurance maintained by the Selected Agency to cover such a liability.

- iii. This limitation of liability slated in this Clause, shall not affect the successful bidder's liability, if any, for damage by successful bidder to a Third Party's real property, tangible personal property or bodily injury or death caused by the successful bidder or any person acting on behalf of the successful bidder in executing the work or in carrying out the Services and shall also not affect indemnity provisions under clause 10.8 below.

### **Indemnity**

The selected bidder must indemnify NIESBUD and its stakeholders against all third party claims of intellectual property rights infringement including infringement of patent, trademark/copyright or industrial design. rights to stock images music, footage, arising from the use of the design and development of Social media channels and related services or any part thereof. NIESBUD and its stakeholders stand indemnified from any claims that the hired manpower / bidder vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders/contract. NIESBUD and its stakeholders also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / bidder's manpower while discharging their duty towards fulfillment of the purchase orders/contract.

### **Termination for Default**

NIESBUD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part: if the bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the NIESBUD pursuant to conditions of contract or if the bidder fails to perform any other obligation(s) under the Contract. In the event NIESBUD terminates the Contract in whole or in part, NIESBUD may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the bidder shall be liable to NIESBUD for any excess costs for such similar systems or services.

However, the bidder shall continue the performance of the contract to the extent not terminated. If the contract is terminated under any termination clause mentioned in this RFP, the bidder should handover all information /NIESBUD or its stakeholder's data or any other relevant information to NIESBUD in timely manner and in proper format as per scope of this RFP and should also support the orderly transition to another bidder or to the NIESBUD as per the exit management clause. The bidder should also support NIESBUD on technical queries/support on process implementation or in case of provision for future upgrades. NIESBUD's right to terminate a contract will be in addition to the liquidated damages mentioned in the RFP/ SLA.

### **Termination for Insolvency**

NIESBUD may at any time terminate the purchase order/empanelment by giving four weeks written notice to the empanelled bidder, without any compensation to the empanelled bidder, if the empanelled bidder becomes bankrupt or otherwise insolvent or a bankruptcy or insolvency etc. proceeding is initiated against the successful bidder.

## **Governing Law**

The contract shall be interpreted in accordance with the laws of the Government of India without giving effect to conflict of law rules.

## **Dispute Resolution**

Any disputes or differences whatsoever arising between the parties out of interpretation or application of this RFP or in connection with this contract or in discharge of any obligation arising out of the contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be, as far as possible, be settled amicably resolved mutual consultations or negotiations

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

The matter will be referred for negotiation between NIESBUD (PM YUVA) officials and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In the event the dispute is not amicably resolved by mutual consultations or negotiation in the manner as provided above, a party may after giving prior notice of dispute to the other party refer the matter to arbitration. The arbitration shall be held in accordance with the Rules of the arbitration of the International Centre for Alternative Dispute Resolution, Noida (“the Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitrators shall hold their sittings at Noida. The arbitration proceedings shall be conducted in English language. Any appeal will be subject to the exclusive jurisdiction of courts at Noida.

The “Arbitration Notice” should set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The bidder shall continue work under the Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings here under.

## Fraud and Corrupt Practices

- a. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NIESBUD shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NIESBUD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder’s Proposal.
- b. Without prejudice to the rights of the NIESBUD under Clause above and the rights and remedies which NIESBUD may have under the Agreement, if a bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by NIESBUD (PM YUVA) during a period of 2 years from the date such bidder, as the case may be, is found by NIESBUD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.
- d. “Corrupt practice” means
  - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NIESBUD (PM YUVA) who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NIESBUD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

- ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NIESBUD in relation to any matter concerning the Project;
- iii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iv. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- v. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NIESBUD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- vi. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

### **Instructions for Consortium**

Bidders can form consortiums with the partners to leverage the expertise of the partners – Design, Development and Maintenance or any other relevant expertise required.

1. All members in the consortium should be registered as a legal entity in India and should have signed the Integrity Pact.
2. At least one member of the consortium should meet the turnover, project experience and semiconductor for social media and media management requirement mentioned in Annexure A.
3. The lead bidder should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract).
4. The non-lead bidders should be liable for the scope of work for which they are responsible along with the lead bidder (Liability should be limited to the value of the scope of work; while the lead bidder still carries the liability for the entire scope of work.)
5. The maximum number of partners in the consortium shall not exceed 3.

6. Any change in the consortium member at a later date would not be allowed without prior permission of NIESBUD (PM YUVA) for cases where the consortium has benefited from the non-lead bidders credentials/ experience.

7. Lead bidder in a consortium cannot participate in any other consortium.

8. Consortium Agreement should clearly elaborate responsibility and expertise of each consortium member.

### **Force Majeure**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events") or any issues in PM YUVA, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist.

The decision of PM YUVA as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, the PM YUVA may at its option, terminate the contract without any obligation to compensate.

## Annexure A. Pre Qualification criteria

S. No.	Criteria	Documentary proof to be submitted
1	An applicant (referred to as “bidder”) shall be a Limited Liability Partnership registered under the LLP Act or a Company incorporated and registered in India under the Companies Act, 1956. The LLP/Company should be operational in India for at least last five (one in case of Startup and MSME) financial years as of 31st March, 2021 as evidenced by the Certificate of Incorporation issued by the Registrar of Companies, India.	Documents in the format as mentioned in Annexure D7
2	The bidder should have an annual turnover of INR 5 crores or more in each of the last three financial years ending 31st March 2021 as evidenced by the audited accounts of the company.	Documents in the format as mentioned in Annexure D.9
3	In case of consortium, at least one member of consortium should meet the turnover requirement	This requirement is waived for Startup and MSME
4	The bidder should have a positive net worth for the last three financial years ending 31st March 2021 as evidenced by the audited accounts of the company. Net worth is defined as sum of shareholders capital and Reserves & Surplus	Documents in the format as mentioned in Annexure D.9 This requirement is waived for Startup and MSME
5	<p><b><u>For Startups &amp; MSMSE</u></b></p> <p>As Startup / MSME serial no 2 to 5 may be waived, the bidders in this group may elaborate its relevant capability (in house or external) and experience for handling content development for social media projects They need to cover the following aspects -</p> <ol style="list-style-type: none"> <li>1. Feasibility study with Benchmark Setting</li> <li>2. Team Capability</li> <li>3. Project rollout and execution plan</li> </ol>	

6	Firms/ Companies may enhance their qualifications/ competence by forming a Consortium with other firms/companies. It is clarified that in case of Consortium, the Lead Bidder, who shall submit the bid, shall be a firm established in India or a Company incorporated in India	Copy of Power of Attorney with clear roles & responsibilities and defining joint and several liabilities and Consortium Agreement
7	The bidder (Single firm or Consortium) shall not have been blacklisted by or entangled in legal disputes with Central Government or any State Government Organization / Department PSU in India at the time of submission of the Bid.	Documents in the format as mentioned in Annexure.D.8

## Annexure B. Technical Evaluation Criteria

S. No.	Evaluation criteria	Scoring	Documents Submitted	Max. Marks
1	Background and registration of organisation	1. Certificate of incorporation = 2 marks 2. GST registration = 2 marks 3. TAN registration = 2 marks 4. PAN registration = 2 marks 5. Current account = 2 marks		10
2	Relevant experience in development of similar channels. Number of channels created and their subscriber base	1. Total of more than 1 lakh subscriber across channels and projects worked on = 5 marks 2. Past experience in channel creation in at least 4 projects in addition to having managed at least 8 social media pages = 10 marks 3. Video Development ability = 5 marks		20
3	Award Winning 360-degree campaigns and media and other recognition including 2 Case Studies	1. Awards (Only National awards will get a full score of 5) = 5 marks 2. Case Study submission of 2 projects relevant to the current task = 10 marks 3. Recognition from media & others = 5 Marks		20



4	Experience of the proposed staff	1. The Project Head or Team Leader (7 years) = 3 marks 2. Creative Head / Visualiser (5 years) = 3 marks 3. Copy Writer (4 years) = 2 marks 4. Social media Specialists (3 years) = 2 marks	10
5	Turn-over of past 3 years	1. more than 2.5 Cr.= 5 marks 2. 1.5 Cr. – 2.5 Cr. = 3 marks 2. 1.0 Cr. – 1.5 Cr. = 2 marks 3. less than 1. Cr. = 0 marks	10

Technical Presentation	30 marks

## Annexure. Evaluation Video Production Capability

In order for the Institute, to judge production capabilities a detailed summary is needed in the below format

Name the camera or cameras used for shooting	
Video quality expected -	1920*1080 (Full HD)
Details of Mics used for recording	
Can the agency manage dual channel recording on separate audio track. For e.g., recording multiple guests' interviews. Please list how it's done	
Any other external recording equipment, for e.g., M Audio	
Type of video's worked on, for e.g. (ads, short films)	
Video packaging possibilities for e.g., MP4 etc	
Animation abilities of the production unit. for e.g., 2 D, white board etc	
Types of editing for e.g., Linear editing	

Does the agency have subscription to stock footage and images	
Does the agency have subscription to production music	
Lighting System available for shooting for a single frame or speaker	
Any Other information (A brief about the production unit)	

## **Annexure. D. Bid formats**

### **D.1. Request for Clarifications**

Bidders requiring specific points of clarification may communicate with PM YUVA during the specified period using the following format:

<b>Bidder's Request for Clarification</b>		
Name of the Organization		
Representative Name		
Position / Designation		
Email Address		
Contact Details	Mob:	Landline:
<b>Clarifications Requested</b>		

<b>S.No.</b>	<b>RFP Page No – Section – Sub- section</b>	<b>Content of the RFP</b>	<b>Points of Clarification</b>
1			
2			
3			

Yours faithfully  
Designated  
Contact  
Person  
Company  
name  
Designation  
Company Seal

## D.2. Earnest Money Deposit

<Letterhead of the bidder>

<Date>

To,

The Pay and Accounts Officer

National Institute of Entrepreneurship and Small Business Development

A-23, Sector 62, Noida-201309

Dear Sir,

Whereas <<Name of the bidder>> (hereinafter called 'the bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- If a bidder withdraws the proposal or increases the quoted Support Prices after opening of the Proposal and during the Bid validity period or its extended period, if any.
- In case of a successful bidder, if the bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over the amount in figure.

- If there is any deviation, condition, assumption, dependency, etc. in the commercial bid or the P% quoted by the bidder is more than 0.5%.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## D.3. Authorization Letter

Duly authorized to sign the Tender Response for and on behalf of:  
(Name and Address of Company) (Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

### CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative name>, the Company Secretary of <name of the organization>, certify that <representative name> who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Name:

Designation:

Signature:

(Company Seal)

**Note:** Authorized signatory should be an employee of the bidder organization and should have been authorized via a board resolution, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. Copy of board resolution should be provided.

## **D.4. Litigation Impact Statement**

<Company letterhead>

<Date>

<Address>

Ref: RFP for Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana”

Dear Sir,

We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process to Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana”. There are no pending litigations in any court of law, which are likely to have a materially adverse impact on our ability to deliver under this project, or to pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of the design, development and social media.

## D.5. Bid Cover Letter

<Company letterhead>

<Date>

<Address> Dear Sir,

Ref: RFP for Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana”

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana”.

We attach here to the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to PM YUVA is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the corporation in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed format in the RFP.

We agree that PM YUVA is not bound to accept any tender response that they may receive. We also agree that PM YUVA reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between PM YUVA and our organization.



<b>Details</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name		
Designation		
Address		
Landline No.		
Mobile No.		
Fax No.		
Email Address		

We understand that it will be the responsibility of our organization to keep NIESBUD (PM YUVA) informed of any changes in this list of authorized persons and we fully understand that NIESBUD (PM YUVA) shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to NIESBUD (PM YUVA).

Dated this ..... Day of..... 2020

Sincerely,

Company Seal

Name Designation Signature Date

<Name and Address of Company>

Seal/Stamp of the Company

## D.6. Conflict of Interest

<Company letterhead>

<Date>

<Address>

Sir,

Sub: Undertaking on Conflict of Interest regarding Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana”.

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with PM YUVA.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold NIESBUD (PM YUVA) harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by NIESBUD (PM YUVA) and/or its representatives, if due to any such conflict any loss or damage is suffered by NIESBUD (PM YUVA).

<Signature>

<Designation>

Duly authorized to sign the RFP

Response for and on behalf of:

Sincerely,

Company Seal

Name Designation Signature Date

<Name and Address of Company>

Seal/Stamp of the Company

## D.7. Details of bidder Organization

To be filled separately by consortium members

<Company Letterhead>

<b>Details of the bidder Organization</b>	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
ROC Reference No	
Address of the Headquarters	
Address of the Registered Office in India	
Address of offices in India	
Address of the Development Center in India	
Other Relevant Information	

Mandatory Supporting Documents:

- a. Certificate of Incorporation from Registrar Of Companies (ROC)
- b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company
- c. Certification on commencement of business
- d. Copy of board resolution authorizing the bid signatory along with power of attorney

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <representative name>, the Company Secretary of <name of the organization>, certify that <representative name> who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Name:

Designation:

Signature:

(Company Seal)

## D.8.Undertaking of not being Black Listed

(To be submitted on the Letterhead of the bidder)

<Date>

<Address>

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by NIESBUD (PM YUVA), any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

Further we confirm that, our company is not convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract, during last 3 years from date of submission of this bid.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

<Signature>      <Company Seal>

Name:

Designation:

Name and Address of Company:

## D.9. Financial Information of the bidder

To be filled separately by consortium members

<Date>

<b>Financial Information</b>			
	2018-19	2019-20	2020-21

Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth (in INR crores)			
Revenue from IT Development and Maintenance activities (in INR crore)			

Other Relevant Information

Mandatory Supporting Documents:

- a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)
- b. Certification by the company auditors supporting the revenue break-up

<Signature>

<Company Seal>

Name:

Designation:

Name and Address of Auditor:

## D.10. Bidder's Experience

To be filled separately by consortium members

<b>Bidder's experience completed/ Go-Live in the last 5 financial years from the date of publishing of RFP</b>
<b>Client Information</b>
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,
Nature of business / operations of client
Project value in Lakhs
<b>Project Details</b>
Brief description of the Project
Functional areas of business covered in the project
Implementation Geographical Location/ Number of Locations at which the project is implemented
Duration of engagement (with Start date and end-date/Go-Live date)
Scope of the Project
Number of users for the project

**Supporting Documents**

Bidders to submit (a) Work Order/Purchase Order/Contract + Completion Certificates from the client; OR (b) Work Order/Purchase Order/Contract + Certificate of Completion by the Statutory Auditor; (c) OR Work Order/Purchase Order/Contract + Phase Completion Certificate for Projects for which Development is complete.

The above supporting document(s) should clearly specify the value of the project and project status (i.e. gone live/ completed) with date.

The above document(s) should be duly certified by authorized signatory. Please use separate forms for multiple citations.

<On behalf of bidder Name>

Authorized  
Signature [In full  
and initials]: Name  
and Title of  
Signatory:  
Name of Firm:  
Address:

Seal/Stamp of bidder:



## D.11. Technical Proposal Cover Letter

<Letterhead of the bidder>

<Date>

<Address>

Ref: RFP for Content Creation & operationalization of Social Media Platform - - PM-YUVA Yojana

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for Content Creation & operationalization of Social Media Platform – PM-YUVA Yojana and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and PMYUVA or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response till the expiry of the Bid Validity Period. Until a formal contract is prepared and executed, this bid response (along with any changes agreed by us), together with your written acceptance thereof in your notification of award, shall constitute a binding contract NIESBUD (PM YUVA).

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PM YUVA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PM YUVA as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this ..... Day of..... 2020.

(Signature)

(In the capacity of) Duly authorized to sign the Bid Response for and on behalf of:

*RFP For Content Creation & Operationalization of Social Media Platform/ Channels under  
– PM-YUVA Yojana Project*

(Name and Address of Company)

Seal/Stamp of bidder

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I certify that I am .....<designation>..... of the .....<Company Name>....., and that..... <Name of the Respondent>..... who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

## D.12. Financial Proposal Cover Letter and Bid Format

<Letterhead of the bidder>

<Date>

<Address>

Ref: RFP for Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for Content Creation & operationalization of Social Media Platform - – PM-YUVA Yojana and to provide services as set out in the bid document following is our quotation summarizing our Commercial proposal.

We provide hereto the Commercial proposal as required by the Bid document, which constitutes our proposal.

Particulars	Indian Rupees	Rupees in words
All inclusive cost for the project		

We undertake, if our proposal is accepted, to provide all the services to implement the solution as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and PMYUVA or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee in the format given in the bid document issued by any Nationalized Banks or scheduled bank in India, acceptable to PM YUVA for a sum equivalent to 5 % of the total amount for the due scope of work present in this RFP.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of Three Years from the date fixed for opening the Commercial bid and it shall remain binding upon us, until within this period a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PM YUVA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PM YUVA as to any material fact.

We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this ..... Day of..... 2020

(Signature)

(In the capacity of) Duly authorized to

sign the Bid Response for and on

behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I certify that I am .....<designation .....  
of the .....<Company Name>....., and that..... <Name of  
the Respondent>..... who signed the above response is  
authorized to bind the corporation by authority of its governing body.

## D.13. Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to PM YUVA (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

## D.14. Integrity Pact

This Integrity Pact is entered into by and between The President of India, acting through the \_\_\_\_\_, \_\_\_\_\_, PM YUVA, having its office located at \_\_\_\_\_ Noida, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter referred to as “bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

PM YUVA intends to award, under laid down organizational procedures, contract for \_\_\_\_\_ through an open tender process and has issued RFP bearing number \_\_\_\_\_. PM YUVA 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 Vendor(s) / Contractor(s). In order to achieve these goals, PM YUVA wishes to enter into this Integrity Pact with the bidder(s) for this tender process and execution of the Agreement and will appoint an \_\_\_\_\_, who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

### Section 1 – Commitments of PM YUVA

a) PM YUVA commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

i) No employee of PM YUVA, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, 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.

ii) PM YUVA will during this tender process treat all bidder(s) with equity and reason. PM YUVA will in particular, before and during this tender process, provide to all bidders 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 this tender process or the Agreement execution.

iii) PM YUVA will exclude from the process all known prejudiced persons.

b) If PM YUVA obtains information on the conduct of any of its officers /employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, PM YUVA will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the bidder**

- a) The bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The bidder will not, directly or through any other persons or firm, offer promise or give to any of NIESBUD employees involved in this tender process or the execution of the Agreement 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 this tender process or during the execution of the Agreement.
- c) The bidder will not enter with other bidder(s) 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 this tender process.
- d) The bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by PM YUVA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons, public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favour to the bidder.
- g) The bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors /management representatives of the bidder who have family relationships with the employees or officers of PM YUVA.
- h) The bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with PM YUVA. Bidder and its employees, agents, advisors and any other person associated with the bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of PM YUVA or any other interests during this tender process or through operation of the Agreement.
- i) The bidder will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The bidder 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, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, NIESBUD is entitled to disqualify the bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the bidder.

## **Section 4 – Compensation for Damages**

a) If NIESBUD has disqualified the bidder from this tender process prior to the award according to Section 3, NIESBUD is entitled to forfeit the Earnest Money Deposit/ Bid Security deposited by the bidder.

b) If NIESBUD has terminated the Agreement according to Section 3, or if NIESBUD is entitled to terminate the Agreement according to Section 3, NIESBUD shall be entitled to demand and recover from the bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

## **Section 5 – Previous Transgression**

a) The bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify bidder's exclusion from this tender process.

b) If the bidder makes an incorrect statement on this subject or hides any material information, NIESBUD is entitled to disqualify the bidder from this 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**

a) The bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to NIESBUD before signing of the Agreement with NIESBUD.

b) NIESBUD will enter into individual Integrity Pacts with identical conditions as this one with all subcontractors of the Vendor.

c) Only if the bidder has entered into this Integrity Pact with NIESBUD, the bidder shall be eligible to participate in this tender process or execution of the Agreement.

d) NIESBUD will have the right to disqualify a bidder from this tender process if the bidder does not get this Integrity Pact from the bidder's authorized signatory or violate any of its provisions.

## **Section 7 – Criminal charges against violation by the bidder/ Subcontractor(s)**

If NIESBUD obtains knowledge of conduct of the bidder or its Subcontractor, or of an employee or a representative or an associate of the bidder or Subcontractor which constitutes corruption, or if NIESBUD has substantive suspicion in this regard, NIESBUD will inform the same to the Chief Vigilance Officer.

## **Section 8 – Independent External Monitor**

a) NIESBUD appoints \_\_\_\_\_ as for this Integrity Pact. The task of is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.

c) The bidder accepts the right to access without restriction to all project documentation of NIESBUD including that provided by the bidder. The bidder will also grant , upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors of the Vendor. is under contractual obligation to treat the information and documents of the bidder/ Subcontractor(s) of Vendor with confidentiality.

d) NIESBUD will provide sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between NIESBUD and the successful bidder. The Parties offer the option to participate in such meetings.

e) As soon as notices, or believes to notice, a violation of this Integrity Pact, he will inform NIESBUD and request NIESBUD to discontinue or take corrective action, or to take other relevant action can in this regard submit non-binding recommendations. Beyond this, has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

f) will submit a written report to NIESBUD within 8 to 10 weeks from the date of reference or intimation to him by NIESBUD and, should the occasion arise, submit proposals for correcting problematic situations.

g) If has reported to NIESBUD, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and NIESBUD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

h) The word ‘Monitor’ would include both singular and plural.

## Section 9 – Pact Duration

a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.

b) 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 NIESBUD.

## Section 10 – Other provisions

a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of NIESBUD first above written, i.e. New Delhi.

b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of President of India

For & On Behalf of the bidder

(Official Seal)  
Seal)

(Official

Signature:

Signature:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

Witness:

Witness:

(Name Signature & Address):

(Name Signature & Address)

## D.15. Technical Bid Format

S. No.	Section Heading	Details
1	Technical Proposal Cover Letter	Annexure D.11
2	Details of Bidder Organization	Annexure D.7
3	Bidder's Experience	Annexure D.10
4	Technical Proposal (with all relevant documents)	(Page 40)

## D.16. Pre-Qualification Bid Format

S. No.	Section Heading	Details
1	Bid Cover Letter	Annexure D.5
2	Integrity Pact	Annexure D.14
3	Earnest Money Deposit (EMD)	Annexure D.2
4	Pre-Qualification Criteria	Annexure A

5.	Conflict of Interest	Annexure D.6
6.	Litigation Impact Statement	Annexure D.4
7	Authorization Letter	Annexure D.3
8	Details of key Personnel to be attached	
9	Video Capability questionnaire to be answered mentioned in page number 14	
10	Benchmarks & Target Projection for Institute's Social Channels for half a year (6 Months). Including branding strategy for the institute	
11	Estimate / commercial quoted for 6 Months. (for the duration of the project closing on March 31 <sup>st</sup> )	
12	Signed Copy Of RFP	