

REQUEST FOR PROPOSAL

For

**Selection of Agency for supporting content
creation, analytics and response management of
MoHFW Social Platforms**

**Tender Document No.: NIHFW/CHI-
MoHFW/SocialMediaAgency/2017(Part File-1)**

07th July 2017

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1 Selection of Agency for supporting content creation, analytics and response management of MoHFW Social Platforms

1.1 Fact Sheet

Clause Reference	Topic
RFP inviting authority	Centre for Health Informatics, The National Institute of Health and Family Welfare, MoHFW, Baba Gangnath Marg, Munirka, New Delhi - 110067 Phone No: 011-26165959
Method for obtaining RFP	RFP can be Downloaded from www.nhp.gov.in or www.eprocure.gov.in .
EMD	The bidder shall furnish, as part of its bid, EMD only in the form of Bank Guarantee or Fixed Deposit Receipt drawn in favour of “Director, The National Institute of Health & Family Welfare, New Delhi” for an amount of Rs. 5,00,000 (Five Lakhs) payable at Delhi. EMD should be valid for a period of 180 days from the last date of submission of the bid. A grace of 15 days may be given to bidder in case of extension of bid.
Scope of work	The detailed scope of work is provided in Section 6.
Pre-bid meeting	A pre-bid meeting will be held on date, time and venue mentioned in Important Dates for RFP table. All the queries should be sent to Nodal Contact Person mentioned above on or before date and time mentioned in Important Dates for RFP table through either post or through e-mail.
Language of bid	Bid should be submitted in the English language only.
Bid validity	Bid must remain valid for 180 days from the last date of submission of the bid
Bid documents	Bidders must submit
	a. One original copy of Pre-qualification and Technical bid each b. One original copy of the Financial bid

Bid submission	The bid should be submitted in the Tender Box available at Administrative Block (Near reception Desk), NIHFW in the name of Nodal person mentioned above along with project name.
Date of bid Submission	Bid must be submitted no later than the date and time mentioned in important Dates for RFP table.

1.2 Important Dates for RFP

S. No.	Particular	Date
1.	Start date of issuance / sale of RFP document	7th July, 2017
2.	Last date for submission of pre-bid queries	Up to 02:00 PM on 12th July, 2017
3.	Pre-bid meeting**	11:30 AM on 13th July, 2017 at NIHFW, Munirka, New Delhi – 110 067.
4.	Last date for issuance / sale of RFP document	31st July, 2017
5.	Last date and time for bid submission	Up to 03:00 PM on 31st July, 2017 at National Institute of Health and Family Welfare (NIHFW), Baba Gang Nath Marg, Munirka, New Delhi – 110067
6.	Date and time of opening of pre-qualification cum technical bids	03:30 PM on 31st July, 2017 at NIHFW, New Delhi-110067.

** All interested agencies for attending the pre-bid meeting should provide the name of their representative (only one) via email or by post latest by 02:00 PM 12th July, 2017 to the Nodal Contact Person. Only one representative of respective agency will be allowed to attend the meeting.

1.3 Request for Proposal

CHI invites sealed bids from eligible, reputed, qualified entities with sound technical and financial capabilities for selection of agency for supporting content creation, analytics and response management of Social Platforms as detailed out in the Scope of Work of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in section 4 of this RFP document.

1.4 Structure of the RFP

This Request for Proposal (RFP) document for supporting content creation, analytics and response management of social platforms under Centre for Health Informatics/ Ministry of Health and Family Welfare (MoHFW) comprise of the following.

1. Instructions on the Bid process for responding to this RFP. This broadly covers:
 - a. General instructions for bidding process
 - b. Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation to facilitate CHI in determining bidder's suitability as the implementation partner
 - c. Payment schedule
 - d. Commercial bid and other formats
2. Functional Requirements of the project. The contents of the document broadly covers the following areas:
 - a. About the project and its objectives
 - b. Scope of work
 - c. Service levels & Deliverables

The bidders are expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the SUCCESSFUL BIDDER of CHI, The National Institute of Health and Family Welfare, Ministry of Health & Family Welfare.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a bid not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.

2 Background Information

2.1 Basic Information

- CHI invites responses ("Tenders") to this Request for Proposals ("RFP") from Social Platforms Management Agencies/Partners ("Bidders") for the as described in Section "Scope of Work".

- Any contract that may result from this Government procurement competition will be issued for a term of one year.
- The CHI reserves the right to extend the Term for a period or periods of up to 2 year on the same terms and conditions, subject to the CHI obligations at law.
- Proposals must be received not later than time, date and venue mentioned in RFP.
- Late proposal will not considered for procurement process.

2.2 Goals and Objective

- To create an authentic, timely and reliable information dissemination service for the Ministry of Health and Family Welfare (MoHFW) through the use of various Social platforms.
- To facilitate online interactions with citizens, media, civil society, corporates, and others using social media for the Ministry of Health and Family Welfare (MoHFW).
- To create engaging content as per the need of the Social media platform and manage timely updates.
- To use Social Media as an efficient listening and feedback channel for the Ministry of Health and Family Welfare (MoHFW).
- To improve the overall reach and effectiveness of MoHFW communication.

2.3 Key Stakeholders

2.3.1 About Ministry of Health and Family Welfare

The Ministry of Health and Family Welfare (MoHFW) is the apex governmental body responsible for implementation of national health programmes running in India in the areas of family welfare, public health, prevention and control of major communicable diseases, promotion of traditional and indigenous systems of medicines etc.

MoHFW looks after the overall health situation in the country and is responsible for areas that have a wide impact on the aspects of public health and medical services in the country, e.g. population control, medical education, prevention of food adulteration, quality control in manufacture and sale of drugs etc.

The key functions / services performed by the MoHFW include:

1. Visioning, policy making on health related aspects in the country
2. Designing and planning (Centre and State / UT level) of national health programs
3. Performance monitoring of programs being implemented by the States / UTs
4. Financial disbursements to States / UTs and management (for the programs)
5. Providing inputs on medical education and curative care
6. Health research, setting food and drug standards and infrastructure
7. Providing health care services to central government employees and pensioners
8. Health manpower development and setting norms
9. International health regulations and treaties
10. Supervising sub-ordinate offices.

2.3.2 About Centre for Health Informatics

The Ministry of Health and Family Welfare, Government of India has set up the National Health Portal in pursuance to the decisions of the National Knowledge Commission, to provide healthcare related information to the citizens of India and to serve as a single point of access for consolidated health information. The National Institute of Health and Family Welfare (NIHFW) has established Centre for Health Informatics to be the secretariat for managing the activities of the National Health Portal.

Goal

Gateway to authentic health information for all.

Vision

The National Health Portal aims to make this as a single point access for authenticated health information for citizens, students, healthcare professionals and researchers.

Mission

The National Health Portal will achieve the above vision by collecting, verifying and disseminating health and health care delivery services related information for all citizens of India

3 Instructions to the Bidders

3.1 General

1. While every effort has been made to provide comprehensive and accurate background information, 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.
2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CHI on the basis of this RFP
3. 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 CHI. Any notification of preferred bidder status by the CHI shall not give rise to any enforceable rights by the Bidder. The CHI may cancel this tender/ agreement at any time prior to a formal written contract being executed by or on behalf of the CHI.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals / Completeness of Response

1. 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.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out within this RFP.

3.3 Pre-Bid Meeting & Clarifications

3.3.1 Pre-bid Conference

1. CHI shall hold a pre-bid meeting with the prospective bidders on 13th July, 2017 at 11:30 AM at Conference hall, NIHFW, Munirka, New Delhi.

S. No.	RFP Document Reference(s)	Content of RFP requiring	Points of clarification	Suggestion
	(Section & Page Number(s))	Clarification(s)		(If any)
1.				
2.				
3.				
4.				
5.				
6.				

- The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to :
Ms. Puja Negi, Computer Assistant in office of the Centre for Health Informatics, 4th Floor,
Academic Block, NIHFW, Baba Gangnath Marg, Munirka, New Delhi – 110067
Email: pujanegi@nihfw.org by post or email on or before 12th July, 2017 at 2:00 PM
- The queries should necessarily be submitted in the following format:

3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- The Nodal Officer notified by the CHI will endeavor to provide timely response to all queries. However, CHI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CHI undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, CHI 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 a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.nhp.gov.in & www.eprocure.gov.in.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CHI may, at its discretion, extend the last date for the receipt of Proposals.

3.4 Key Requirements of the Bid

3.4.1 Right to Terminate the Process

CHI may terminate the RFP process at any time and without assigning any reason. CHI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

3.4.2 RFP Document Fees

1. RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of Rs. 2,000, drawn in favor of Director NIHFW, payable at New Delhi from any scheduled commercial banks

The bidder may also download the RFP documents from the website www.nhp.gov.in & www.eprocure.gov.in. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document, fees shall be rejected.

3.4.3 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of Rs. 5,00,000 (Five Lakhs), in the form of Bank Guarantee or Fixed Deposit (in the format specified in **Annexure -1 : Form 3**) issued by any nationalized bank/Scheduled commercial banks in favor of **Director, The National Institute of Health & Family Welfare, New Delhi** and should be valid for 180 days from the last date of submission of the tender / RFP
2. EMD of all unsuccessful bidders would be refunded by CHI within 60 days of the bidder being notified as being unsuccessful. 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 **Annexure -1: Form 3**.
3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
4. Grace of 15 days on the duration of validity of EMD will be given to bidder in case, where the last day of bid submission will be extended and bidder has already made the EMD.
5. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
6. The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.4.4 Submission of Proposals

1. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criterion : (1 Original) in first envelope
 - Technical Proposal - (1 Original) in second envelope
 - Commercial Proposal - (1 Original) in third envelope

Any non-conformity to these 3 bids will make the proposal unworthy.
2. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.
3. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
4. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP Selection of Agency for supporting content creation, analytics and response management of Social Platforms - < NIHFW/CHI/ _____> and the wordings "DO NOT OPEN BEFORE 31st July, 2017 at 3:30 PM".
5. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
6. All the pages of the proposal must be properly binded, sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Loose bid or improperly binded bid will be rejected.
7. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. The person (or persons) who sign the proposals must initial any such corrections.

8. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
9. In case of any discrepancy observed by CHI in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

3.4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

3.5 Preparation and Submission of Proposal

3.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CHI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

CHI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.5.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

3.5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to CHI at the address specified below:

Addressed To Project Director	
Address	Centre for Health Informatics, The National Institute of Health and Family Welfare, Baba Gangnath Marg, Munirka, New Delhi – 110067
Telephone	011-26165959, Extn. 328
Email ids	supten@nihfw.org
Last Date & Time of Submission	Up to 03:00 PM on 31 st July, 2017

Note: The document should be submitted in the tender box available at reception, Administrative Block, NIHFW

3.5.4 Late Bids

1. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
2. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. CHI 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.
4. CHI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.5.5 Evaluation Process

1. CHI will constitute a Technical Evaluation Committee (TEC) to evaluate the responses of the bidders
2. The Technical Evaluation Committee (TEC) constituted by the CHI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the Technical Evaluation Committee (TEC) in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
4. The TEC may ask for meetings with the Bidders to seek clarifications on their proposals.

5. The TEC reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.5.6 Tender Opening

The Proposals submitted up to 3:00 PM on 31st July, 2017 will be opened at 3:30 PM on 31st July, 2017 by Nodal officer or any other officer authorized by CHI, in the presence of such of those 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 tendering firms to identify their bonafides for attending the opening of the proposal.

3.5.7 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3.5.8 Tender Evaluation

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals :
 - a. Are not submitted in as specified in the RFP document
 - b. Received without the Letter of Authorization (Power of Attorney as **Annexure 1: Form 2**)
 - c. Are found with suppression of details
 - d. With incomplete information, subjective, conditional offers and partial offers submitted
 - e. Submitted without the documents requested in the checklist
 - f. Have non-compliance of any of the clauses stipulated in the RFP
 - g. With lesser validity period, however if requested, grace period of 15 days may be allowed.
2. All responsive Bids will be considered for further processing as below:

CHI will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee

according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

3.5.9 Rejection Clause

1. The Proposal has to be submitted in the form of printed document. The Proposals submitted by Telex, fax or email shall not be entertained.
2. Any condition put forth by the agency non-conforming to the Proposal requirements shall not be entertained at all and such Proposal shall be rejected.
3. If a Proposal is not responsive and not fulfilling, the conditions it will be rejected by CHI and shall not subsequently be accepted even if it is made responsive by the agency by correction of the non-conformity. No further communication will be made in the regards.

4 Criteria for Evaluation

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

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

The competitive bids shall be evaluated in the following stages:

- Stage 1 – Pre-Qualification (PQ) Criteria
- Stage 2 – Technical Qualification Criteria (Technical Bid)
- Stage 3 – Commercial Bid

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

4.1 Pre-Qualification (PQ) Criteria (Stage-1)

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

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

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

S. No.	Prequalification Criteria	Proof Required
1.	<p><u>Overall Turnover</u></p> <p>Bidder should have an average turnover of at least INR 1 Crores from the last 3 financial years (FY 2014-15, 2015-16, 2016-17) from Social Media Management Business.</p>	<p>Audited financial statements (reflecting overall turnover)/ annual report containing financial statement</p> <p>Or</p> <p>A certificate duly certified by the statutory auditor/CA of the bidder clearly mentioning the average annual turnover of the bidder from Media communication services/ Creative Services/ Promotional services.</p> <p>AND</p> <p>As per Annexure-1, Form – 4 enclosed</p>
2.	<p><u>Social Media Management Experience</u></p> <p>In the last 3 years, Firm/Agency must have completed 3 projects in Social Platform Management for any Central Government, PSU, State Government organisations or private sector organisations</p>	<p>Client Work Order/ Client certificate clearly mentioning the scope of work under Social Media Management</p> <p>.</p> <p>**Only completed work will be considered for evaluation. In case of ongoing, the work order start date should be two years before the date the tender.</p>
3.	<p><u>Experience in content creations/ response management:</u></p> <p>Firm or Agency Should have successfully handled Social platform related work (Content creation and response management) like Facebook/Twitter handle for more than year for at least 3 reputed organisations</p>	<p>Client Work Order/ Client certificate clearly mentioning the scope of work under Social Media Management. The bidder should mention the total cost of each project separately.</p> <p>**Only completed work will be considered for evaluation. In case of ongoing, the work order start date should be two years before the date the tender.</p>
4.	<p>Bidder should have a positive Net Worth as on 31st March 2017 or at the closing of the previous financial year.</p>	<p>Statutory Auditor's certificate, and certificate of Audited Profit and Loss Statement and Balance Sheet</p>

		Annual report of the bidder's company containing financial statement (Profit and Loss Statement and Balance Sheet) As per Annexure-1, Form – 6 enclosed
5.	Bidder should have a valid Service Tax Registration and Income Tax returns and PAN card.	<ul style="list-style-type: none"> • Copy of Service Tax Registration • Copy of Income Tax returns • Copy of PAN card
6.	As on date of submission of the bid, the bidder should not be blacklisted by any Government entity in India	Certificate duly signed by authorised signatory. As per Annexure-1, Form – 7 enclosed
7.	<u>Presence in Delhi-NCR</u> Bidder must have its core team of key personnel based out of Delhi NCR, and this includes Creative / Strategy/ Servicing/ Social Media/ Digital/Mobile team.	Undertaking from authorized representative
8.	<u>Manpower Strength</u> The bidder should have minimum 30 employees on roll with social platform management and digital marketing experiences	Undertaking/ Self Certification from HR Head.
9.	As on date of submission of the bid, the bidder should not be blacklisted by any Government entity in India	Certificate duly signed by authorised signatory. As per Annexure-1, Form – 7 enclosed
10.	The bidder should provide an undertaking for providing adequate data and information security.	As per Annexure-1, Form-8 enclosed Undertaking for Data and Information and Security

Note:

Bidders need to ensure compliance to all the eligibility criteria points.

The decision of the TEC shall be final and binding in this regard

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

4.2 Technical Qualification Criteria (Stage-2)

This evaluation will be carried out on a total score of 100 based on the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under.

S.no	Evaluation Criteria	Description	Maximum Marks
1	Turnover of the Bidder Average Turnover of the Bidder in FY (2013-14), (2014-15)& (2015-16) from Social Platform Management.	Turnover ≥ 1 Cr. < 1.5 Cr. = 05 marks ≥ 1.5 Cr. < 3 Cr. = 10 marks ≥ 3 Cr = 15 marks	15
2	Social Media Management Experience Minimum 3 major projects in Social Platform Management	Projects Minimum 3 Projects = 5 marks and 1 Mark added for each project additionally completed.	15
3	Experience in Experience in content creations/ response management: Projects in Social Platform Management for different reputed organisations	3 Projects = 15 marks and 5 Mark added for each extra projects (Maximum Projects/ Credentials 6)	30
4	Personal deputed for Social Media at MoHFW Office (Onsite and Offsite)	CV of the resource as essential by MoHFW to be deputed onsite and offsite. Minimum Matching of Qualification and Experience = 7 Marks Excess to the Qualification and Experience as essential: 10 Marks As per Annexure-1, Form – 9 enclosed	10

5	<p>Power Point Presentation (15 mins) by displaying the Strategy, Strength, Approach & Methodology etc. including but not limited to the following details:</p> <ol style="list-style-type: none"> 1. Evaluation of Ministry of Health and Family Welfare Social Media Presence (within India and Global Presence) 2. Proposed brand vision and Social Media management with digital marketing strategy 3. Ideas / Strategic initiatives that could be taken up as part of its initiatives 4. Innovative ideas, Creativity suggestions and Content Development Strategy 5. Plan for increasing Following/ Likes for Social Media 6. Monitor the performance of campaign and generate campaign performance report. 7. Comments on the Scope of Work 8. Best practices / examples of initiatives used by Governments in India/around the world <p>[Presentation will be required by bidder]</p>	As per section 4.2.1	30
	Total Marks		100

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

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

In addition, TEC may, at its sole discretion decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately if such normalization exercise is resorted to.

4.2.1 Presentation

The bidders meeting the eligibility criteria may be required to make a presentation of the technical bid submitted by them in order to determine whether the bidders are substantially responsive to the requirements set forth in the RFP. The presentation should be in line with the requirements specified in Technical Evaluation Criteria in the RFP. The eligible bidders would be intimated of the time and venue of the presentation through email. Followed by the presentation, the Evaluation Committee (EC) will undertake a detailed evaluation of the technical bids. In order to evaluate the bids the NIHFW will examine the information supplied by the bidders in their technical bids and the presentation.

4.2.2 Technical Score Formulation

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

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

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

Where

T_n = normalized technical score for the bidder under consideration

T_b = absolute technical score for the bidder under consideration

T_{max} = maximum absolute technical score obtained by any bidder

- Minimum absolute technical score to qualify for financial evaluation is 60. TEC decision in this regard shall be final and binding and no further discussion/interface will be held with the bidders whose bids are technically disqualified/ rejected.

4.3 Commercial Bid Evaluation (Stage-3)

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

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

$$F = 100 \times (F_m / F_b)$$

Where,

Fb = Evaluated amount of financial quote by the particular bidder.

Fm = Lowest evaluated amount of financial quote by the bidder.

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

4.3.1 Combined and Final Evaluation (70:30)

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

$$\text{Total points: } (0.7 \times T_n) + (0.3 \times F)$$

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

The Evaluation Committee will correct any computation errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the technical bids but not priced, shall be assumed to be included in the prices of other activities of items. In case an

activity of line items is quantified in the Financial bid differently from technical bid, no corrections will be allowed to the Financial bid.

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

4.3.2 Negotiations

Negotiations, if considered necessary, shall be held only with the Bidder who shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Bidder. Date and Time for negotiation shall be communicated to the H-1 Bidder. Representatives conducting negotiations on behalf of the bidder must have the written authority to negotiate and conclude the contract.

Note:

- o The evaluation of the financial proposals shall be carried out considering the cost of the project to CHI, NIHFW as indicated in the format provided for Financial Bids vide Annexure 2.
- o Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence CHI's processing of bids or award decisions may result in the rejection of his Bid.

5 Appointment of Agency/Partner

5.1 Award Criteria

CHI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

CHI 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 CHI action.

5.3 Notification of Award

Prior to the expiration of the validity period, CHI will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, CHI, may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, CHI will notify each unsuccessful bidder and return their EMD.

5.4 Contract Finalization and Award

The CHI shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC. On this basis the draft contract agreement would be finalized for award & signing.

5.5 Performance Guarantee

The CHI will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of bid. The Performance Guarantee should be valid for a period of entire project. The Performance Guarantee shall be kept valid till completion of the project and operation & maintenance period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder 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 operation & maintenance period . In case the selected bidder fails to submit performance guarantee within the time stipulated, the CHI at its discretion may cancel the order placed on the selected bidder without giving any notice. CHI shall invoke the performance guarantee in case the

selected Vendor fails to discharge their contractual obligations during the period or CHI incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.6 Signing of Contract

After the CHI notifies the successful bidder that its proposal has been accepted, CHI shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between CHI and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CHI may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the CHI shall invoke the PBG of the most successful bidder.

5.8 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

5.9 Terms of Payment

- Consolidated cost for Social Media Services, solution, applications and maintenance of social media platform may be given as advance payment by the CHI.
- Payment to the selected agency for the Team / Human Resources would be made on quarterly basis for those satisfactory completion of activities as per SLA.
- Detailed SLA will be signed with the Selected Agency. SLA will have conditions for penalty, digital media conditions and other general conditions.
- Payment for the digital media buying on platform like facebook, twitter, youtube may be paid as per actuals.
- On completion of activity, the agency would submit an invoice in triplicate with supporting documents, if any, to the CHI for payment. After completion of the due procedures, in the CHI, payment will be made to the agency concerned in India Rupees.
- Taxes as applicable will be paid on actuals.

5.10 Repeat Order

CHI at its discretion may place Repeat Orders for additional team / Human Resources based on its requirements during the tenure of the Contract.

5.11 Completeness of the Project

The Project will be deemed as incomplete if the desired objectives mentioned in Section – 6, Scope of Work of this document are not achieved.

5.12 Canvassing / Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or Award of Contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

6 Scope of Work

6.1 General Scope of Work

The selected Agency shall begin Social Media Management for MoHFW for a period of 1 year, which may be extended further for a period of 2 years or part of the year, for various projects of MoHFW, Govt. of India and other projects/activities/assignments/initiatives etc. undertaken by MoHFW including, but not limited to the following activities:

1. The Selected Agency shall work for MoHFW Office. The selected Agency shall be actively involved in Content Creation & Management for a period of 1 year or such extended period thereafter and all such content created will be the property of MoHFW.
2. The Selected agency is expected to deliver the work as per scope of work within 30 days of receiving the work order.
3. **Creation & Maintenance of Social Media Platforms for MoHFW Office and Initiatives:**
 - a. The Consultants / Agency / firm shall create and subsequently maintain the official Facebook Page, Twitter Profile and YouTube Channel, Google plus, LinkedIn and Instagram or any other social media.
 - b. The Agency shall create and subsequently maintain the official Facebook Page, Twitter Profile and YouTube Channel, Google plus, LinkedIn and Instagram or any other social media platform during the course of contract and hence set up a complete social networking management team for MoHFW and manage the same by deploying requisite number of persons (Offsite / Onsite) with requisite qualifications and skills-set.
 - c. Populating, publishing and updating the content as and when required on 24X7 basis of MoHFW social media sites, updating, analysing social media trends, moderation and intervention as and when required.

- d. Regularly organize online surveys, quizzes, contests on the all platforms as per the approved strategy.
- e. Uploading of repackaged and creative content on various social media platforms such as Face book, YouTube, Google, Twitter etc.
- f. Daily informative and promotional updates in the form of relevant text, photos, audio, video, interactive content, interviews, news, quiz etc.
- g. Repackaging of the content (videos and photographs) into suitable formats (video packages and others).
- h. The agency should be able to develop interesting and innovative content, campaigns, in order to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis.
- i. Also, the clips or videos may be edited as required for publication.
- j. The agency shall provide live coverage of event(s) on Social Media, at department's request

4. New Look:

- a. Give all Social Media Platforms a new look at least fortnightly by putting up new creative, cover images on various theme lines.

5. Publicity:

- a. Publicize all festivals and cultural events using all the platforms.

6. Query Management:

- a. All the queries received on the all platforms must be replied to and addressed within 24/48 hours and appropriate records must be maintained. Feedback, messages and any other communication received from visitors to the sites shall be forwarded to the officials concerned directly from time to time.
- b. Feedback/comment management on regular basis, moderation of pages on regular basis to keep the social media site free from spam/advertisement/ inappropriate contents, appropriate tagging etc.

7. Gate Keeping:

- a. Moderation of the all platforms with a frequency of six times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.

8. Tagging:

- a. Create relevant tagging, hashtags & linkages of content on the all platforms.

9. Photo Bank:

- a. A still Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high-resolution aesthetic photographs of relevant activities and events.

10. Copyright:

- a. Content shared online must be copyright protected and unauthorized use of this must be monitored and will be the copyright of MoHFW.

11. Team:

The Selected agency will provide a qualified and experienced team for managing the activities as assigned to them. The team will be placed both offsite and onsite.

The consultancy team posted at client side shall consist of the following key personnel who shall discharge their respective responsibilities and each of the Key Personnel must fulfil the Conditions of Eligibility.

a. Onsite Team

Key Personnel	Responsibilities	Qualification	Length of Professional Experience(in the field of Social Media)
Social Media Content Writer	<ul style="list-style-type: none"> Responsible for developing content across owned and earned social channels. This could include blog posts, tweets, status updates, pins, photos and videos. Creates, manages and grows MoHFW'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 analyzing relevant social media metrics and ensure timely, effective and efficient reporting of all social media efforts. Analyzing MoHFW's social media engagement metrics, such as new user growth, fan likes, comments and shares, and report these numbers based on MoHFW's specific program goals Identify and leverage new social media platforms 	Graduate	3 Years minimum

	and analytic programs and adjust social media strategy as necessary.		
Graphic Designer	<ul style="list-style-type: none"> • Develop new brand identity deliverables • Create and design digital marketing and branding content • Developing designs briefs by gathering information and data to clarify design issues. • Thinking creatively to produce new ideas. • Using innovation to redefine a design. • Using wide range of media, including photography and computer idea design. • Producing accurate and high quality work. • Work on various templates, design layouts • Work on graphic design for supporting content on social media platforms • Work on employer branding • Modifying existing material • Participate in various brain storming sessions • Provide additional design support as needed • Maintains secrecy of the designs and technical knowledge obtained from the team • Developing designs briefs by gathering information and data to clarify design issues. • Thinking creatively to produce new ideas. • Using innovation to redefine a design. • Using wide range of media, including photography and computer idea design. • Producing accurate and high quality work. • Contributing ideas and design artwork to the overall project. • Working to tight deadlines. • Brainstorm and sketch out concept. 	Graduate with experience in Sketching, Design, Graphic Designing, Photography Artwork, Graphic Designer visualizer, Photoshop, Corel draw	2 - 3 Years
Social Media Manager	<ul style="list-style-type: none"> • Connecting MoHFW Social Media with all Digital platforms Develop Forms, Apps etc. required for Social media management of MoHFW. 	Graduate with Knowledge of HTML,	3 Years minimum

	<ul style="list-style-type: none"> Responsible for uploading, designing & developing content for consumption on social media. The content developed by them shall be platform ready and specific to the brief provided by the social media expert to be flexible and versatile in staying current on trends within Digital Marketing, Social Media, and related disciplines, as well as developing programs as per directions of Client. 	CSS, JavaScript/J Query and PHP	
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The consultancy team posted offsite / at selected agency shall consist of the following key personnel who shall discharge their respective responsibilities and each of the Key Personnel must fulfil the Conditions of Eligibility.

b. Offsite team

Key Personnel	Responsibilities	Qualification	Length of Professional Experience (in the field of Social Media)
Project Manager- Cum Team Leader	<ul style="list-style-type: none"> Liaison with Ministry of Health and Family Welfare to align goals and execution of programs Be a link between MoHFW and Social Media team to Manage and execute the day to day social media operations. Devise reporting methods for social media monitoring on topical, regional and international issues relevant for MoHFW. Translate MoHFW's goals and objectives into actionable and measurable digital programs including online media, social, other digital components. Recommend product, content and digital programs to support MoHFW's initiatives. Analyze the productivity and effectiveness of all social media efforts 	BE/ B.Tech / MBA from UGC recognized university	5 Years minimum

	<p>and develop meaningful metrics and reports.</p> <ul style="list-style-type: none"> • Implement measurement tools to measure the impact of Digital initiatives taken. • Analyse and communicate insights gained from social media monitoring to the internal teams. 		
Animator / Video Editor	<ul style="list-style-type: none"> • Create highly engaging animations for a diverse array of media, including smart phones, tablets and the web or any other digital platforms. • Work with illustrators, designers and concept designers to understand the project scope and objectives. • Assist in the creation of animation storyboards. • Prepare conceptual layouts for the motion graphic project. • Participate in brainstorming sessions to share new design perspectives and ideas. • Provide accurate time estimates for each part of the process. • Assist in selecting appropriate audio, graphic and animation styles for the project. • Encoding, converting and editing videos and adding effects/elements to enhance motion graphics. • Support the design and illustration team with photo editing, bespoke illustration and icon design. • Responsible for training and developing others in the use of animation software. • Keeping abreast of advancements in animation as well as new technologies and techniques, contemporary trends in production design and popular music to deliver cutting edge work. 	Graduate (UGC recognized university) with experience with flash, 2d, 3d, graphic designer, Animator Pro, Illustrator	1-3 yrs
Illustrator	<ul style="list-style-type: none"> • Liaising with editors, authors or designers • Producing final illustrations with creative and designs 	Graduate (UGC recognized university experience with graphic designer,)	1-3 years

Analyst	<ul style="list-style-type: none"> • Oversee a Social Media Strategy. • Manage and maintain the brand websites. • Drive Social Media + Content Strategy, delivering optimized content and best in class social media marketing for the platforms like Facebook, twitter & LinkedIn. • Build out and develop organic reach and frequency through new touch points and social channels. • Create and Drive social campaigns as per brand guidelines and standards. • Develop measurement and reporting infrastructure for social media initiatives. • Fix any errors in online content. 	Graduate (UGC recognized university) with experience in Social Media Marketing, Content Strategy, Media Strategy, Campaigns, Twitter, Facebook, LinkedIn, Writing Skills	Minimum 3 yrs
Facebook and Twitter Expert	<ul style="list-style-type: none"> • Knowledge of, or drive to learn the ins and outs of SEM / digital marketing • Developing, managing and optimizing paid and non-paid campaigns for Google & Facebook and other marketing channels • Find new and effective paid and non-paid marketing channels (digital and print) • Executing tests and strategic plans end-to-end • Reporting, analyzing, and providing actionable insights for internal teams • Perform ongoing keyword discovery, expansion • Create / optimize landing pages for conversion • Track, report, and analyze website analytics and campaigns 	Graduate (UGC recognized university) with experience in Digital Marketing SEM Campaign Management Advertising Campaigns Facebook ROI Strategy Search Engine Writing Skills Marketing SEO Social Media Campaign	3-5 yrs
Moderator (for reply to the queries, miscellaneous task)	<ul style="list-style-type: none"> • Implementing Moderation Strategies • Review and moderate all user-generated content • Manage the banned user process, and track and remove previously banned users • Maintain the Moderation Guidelines and ensure they are up to date • Produce reports on relevant moderation statistics, issues and outcomes • Any other task as shared by MoHFW Office 	Graduate (UGC recognized university)	Minimum 3 yrs

- The selected agency may be required to provide additional team / human resource/s to be deployed with other department / Institution / Project within MoHFW. This additional team / human resource/s will have same scope of work during the contract Period with same terms and conditions as mentioned in the RFP.
- The Selected agency is expected to provide additional manpower on the same rates mentioned in financial bid on short notices.

12. Online Amplification

- a. The Social Media Monitoring Program will undertake monitoring across various Health Related keywords starting with 100-150 keywords primarily in the Indian market.
- b. Social Media Monitoring Program will create and manage a Monitoring platform, which will be both predictive and reactive in approach.

13. Key Influencer Program

- a. Planning and executing a “Key Influencer Program” on all MoHFW Social Media platforms. The Influencer program will aim at engaging Top 1000 influencers in the MoHFW / Ministry / Health industry and will focus on blogs & forums and other social channels. The program will need to generate content for social channels and blogs, web listings, directory submissions etc. and spread awareness about Health Programmes and the Social Media campaign.
- b. The selected Agency would be responsible for Planning and executing a “Key Influencer Program”.

14. Media Tracking

- a. Use a good industry standard monitoring tool for analysing comments / remarks, trends etc. about MoHFW etc. on the following platforms:
 - Social Media platforms
 - Top News Portals and Blogs
 - Selected Government Websites and Portals
 - Any other Social Media/Web presence
- b. Use a good industry standard monitoring tool for analysing comments / remarks about MoHFW / Health Programs in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- c. Should have credible contingency plan to effectively handle crisis and emergencies.
- d. Should handle and do the Reputation management for MoHFW

15. Reporting, Dashboard and Analytics

- a. The agency must submit weekly “Effectiveness Analysis” to MoHFW on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion on the Social Media Platforms and the results achieved.
- b. Bidder should use a Social Media Monitoring & Analytics crawler tool to monitor all social media properties from a single GUI, along with a provision for adding additional sites/blogs/social properties for monitoring purposes. Reports submitted should show correlation between different social media properties and other unstructured content available with CHI/ MoHFW. It should be able to identify key themes automatically and give reports like demographic analysis, media type analysis, sentiment analysis, key influences, reach analysis, predictability analysis, early warning systems etc.
- c. The agency must submit the following typical reports to MoHFW:
- d. Daily inputs on how functioning of Social Media can be improved.
- e. Weekly reports on Trends and Sentiment Analysis as detailed further in the document.
- f. The agency must submit a detailed analysis on the steps undertaken for overall promotion of MoHFW / Programmes etc. on the Social Media Platforms and the results achieved.

16. Digital Promotion

- a. Providing amplification of Digital Marketing communication and messaging through planning and execution of a Digital Marketing activity across both Paid Media and Non-Paid media avenues on Digital and Mobile campaign.
- b. The Selected Agency will be responsible for Media planning & providing professional inputs and support in buying of media for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of contract. Media Buying as per current prevailing rates on various social platforms or from CHI empanelled digital media Agency. This would entail not only assistance and supervision, also buying of the media slots.
- c. The payments will be made to the agency as per actuals based on the approval of department and submission of bills.

17. Milestones & Performance Evaluation

The performance of the bidder during the course of the tender shall be subjectively evaluated based on the fan base/number of followers in Social Media.

- a. The agency should be able to generate a minimum Indian Fan base of 50,000 on Facebook in first quarter which shall be deemed to begin from the date of award of work order to the

successful bidder. Further, the number of followers on other social media as mentioned in the contract shall accordingly be managed in line with other applicable social media governing guidelines/prevaling trends etc. The same can be replicated on the any other media platform.

- b. The agency should be able to generate a minimum fan base of 2,00,000 on Facebook during the entire period of contract.
- c. The agency should be able to increase the followers on Twitter by 25% in the first quarter on the given base, 50% by the end of second quarter and 100% by the end of one year

6.2 Project Management

6.2.1 Project Governance

Bidder shall be expected to propose the Governance structure as part of response to the RFP, which would be further, discussed and finalized mutually between Bidder and CHI team at the time of on boarding. However, some of the key requirements for governance of this project in the following manners:

6.2.2 Transition and Exit Management

1. At the end of the contract period or during the contract period, if any other agency will identified or selected for providing services related to Bidder's scope of work. The bidder needs to ensure a smooth transition to new agency/vendor
2. Bidder shall properly document all risk during transition stage and mitigation measures should be planned in advance so as to ensure smooth transition without any service disruption.
3. The transition plan along with period shall be mutually agreed between Bidder and CHI and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

7 Fraud and Corrupt Practices

- The Bidders/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, the CHI 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, the CHI 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.

- Without prejudice to the rights of the CHI under Clause above and the rights and remedies which the CHI may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, 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 issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the CHI during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the CHI 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.
- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "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 the CHI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI 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 the CHI, 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 issue of the LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CHI in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “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;
- d. “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by CHI 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
- e. “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.

8 Conflict of Interest

1. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest, shall be disqualified. In the event of disqualification, the CHI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the CHI for, inter alia, the time, cost and effort of the CHI including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the CHI hereunder or otherwise.
2. The CHI requires that the Implementation Agency provides solutions which at all times hold the CHI’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CHI.

3. An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the CHI in continuation of this systems implementation or to any subsequent systems implementation executed for the CHI in accordance with the rules of the CHI.

9 Consortium

Consortiums are not allowed for the project.

10 Multiple Responses

A bidder may only submit one proposal as a prime contractor. If a bidder submits more than one proposal, the CHI may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more bidders submitting proposal.

11 Indemnity

The Bidder's should indemnify CHI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Bidder with Laws/Governmental requirements IP infringement
2. Negligence and misconduct of the Bidder, its employees, and its vendors
3. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by CHI arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify CHI for

1. Any loss of profits, revenue, contracts, or anticipated savings or
2. Any consequential or indirect loss or damage however caused.

12 Inspection of records

All Bidder records with respect to any matters covered by this RFP shall be made available to CHI or its designees at any time during normal business hours, as often as CHI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. CHI would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to CHI, which would be used by CHI. The cost of the audit will be borne by CHI. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for CHI shall also be subject to Regulator/CHI inspection.

13 Publicity

Any publicity by the Bidder in which the name of CHI, MoHFW, and its IPR and copyrights is to be used, should be done only with the explicit written permission from CHI.

14 Force Majeure

1. Definition:

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.
- b. Force Majeure shall not include:
 - Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or Employees, or

- Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2. No Breach of Contract:

- The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3. Measures to be taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by CHI, shall either:
 - demobilize; or
 - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 18.

15 Resolution of disputes

CHI and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of CHI and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If CHI's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and CHI respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and CHI, CHI and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. 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.

16 Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are

not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

17 Violation of terms

CHI clarifies that CHI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies CHI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

18 Termination for Default

CHI may, without prejudice to any other remedy for breach of contract, by 90 calendar days written notice of default sent to the SP, terminate the Contract in whole or in part:

1. If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the Contract, or any extension thereof granted by CHI; or
2. If the Bidder fails to perform any other obligation(s) under the Contract.

In the event of CHI terminating the Contract in whole or in part, pursuant to above mentioned clause, CHI may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to CHI for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.

19 Termination for Insolvency

CHI may, at any time, terminate the Contract by giving 90 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

1. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CHI.
2. The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur

entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the CHI.

20 Termination for Convenience

Either party may, by 90 calendar days written notice sent to the other party, terminate the Contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

21 Information/Data Ownership

All information/data processed, stored, or transmitted by Bidder equipment belongs to CHI. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

In the event of a dispute regarding what data is or is not the Vendor's data, CHI's decision on the matter shall be final and not subject to appeal. Prior to completion or termination of the contract and on a schedule determined by CHI, the Vendor must take all necessary measures to assure that all data maintained in the hosted environment has been migrated exclusively to CHI.

22 Copyright Restriction

The CHI will not consider any proposals that bears copyright

23 Intellectual Property Rights (IPR)

1. The MOHFW/CHI will own the copyright in all deliverable materials created under this Agreement by Successful bidder. The IPR of any product which has been developed/enhanced/modified/ configured by the Successful bidder shall be transferred to the MOHFW/CHI.
2. Ownership of all Intellectual Property Rights for any functional and technical process of MOHFW/CHI or Information or materials or MOHFW/CHI Supplied assets provided to Successful bidder by the MOHFW/CHI shall remain vested in the MOHFW/CHI.
3. MOHFW/CHI shall own all Intellectual Property Rights in all Assets procured, purchased and produced exclusively for the MOHFW/CHI by Successful bidder including improvements that

are developed by Successful bidder for the MOHFW/CHI. Successful bidder shall execute necessary documents and instruments to perfect the ownership of MOHFW/CHI in respect of the aforesaid materials.

4. Materials — including but not limited to software, tools, processes, policies, and documentation (presentations) — developed by the Successful bidder / Service Provider or its subcontractors will be considered "works made for hire" for MOHFW/CHI ("Developed Materials"). Such Developed Materials shall belong exclusively to MOHFW/CHI. The Successful bidder may use such Developed Materials solely to provide the Services during the Term.
5. The Successful bidder shall irrevocably assign, transfer, and convey to MOHFW/CHI all right, title, interest, and ownership in such Developed Materials.
6. The Successful bidder shall promptly disclose in writing to MOHFW/CHI each instance of Developed Materials that is developed as a result of Services. With respect to each disclosure, the Service Provider shall indicate the features or concepts that it believes to be new or different.

24 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

25 Governing Language

The Contract shall be written in the language of the Bid i.e. English. All correspondence and other documents pertaining to the Contract, which is exchanged by the parties, shall be written in that same language. English Language version of the Contract shall govern its implementation.

26 Non-Disclosure Agreement

The successful bidder and its sub-contractors has to sign a non-Disclosure Agreement (NDA) with CHI, MoHFW.

27 Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other prices.

The prices quoted (as mentioned in Annexure -2 –Price Schedule submitted by the Bidder) for the solution and services shall be firm throughout the period of Contract and shall not be subject to any escalation.

28 Deduction

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this RFP.

29 Taxes and Duties

The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, Octroi and custom duties, installation, commissioning, insurance, etc. as applicable in India, that need to be incurred. The Bidder has to quote the Service Tax, Swach Bharat Cess and VAT in separate columns. In case of any variation (upward or down ward) in Service tax, VAT or any other tax quoted which has been included as part of the Commercial Bid, such variation will be borne by or passed on to CHI. Any new applicable tax introduced by the Government after the submission of Bid will be borne by CHI. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to CHI.

30 No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against CHI under or by virtue of or arising out of this Contract, nor shall CHI entertain or consider any such claim, if made by the Bidder after he shall have signed a “No Claim” certificate in favor of CHI in such forms as shall be required by CHI after all payments due to Bidder are made in full.

31 Limitation of Liability

Bidder’s cumulative liability for its obligations under the Contract shall not exceed the Contract value and the Bidder shall not be liable for incidental/consequential or indirect damages including loss of profit or saving.

32 Rights reserved by CHI

1. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
2. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually

incorrect, CHI will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by CHI and take any other action as maybe deemed necessary.

3. CHI reserves the right to issue a fresh RFP at any time during the validity of the Contract period with the selected Bidder.

Checklist of Forms as per Annexure-1 (Stage-1)

S. No.	Type of Form	Check List (Yes/No)	Page Reference
1	Cover Letter		
2	Form – 1: Undertaking		
3	Form – 2: Format of power-of-attorney for signing of bid		
4	Form – 3: Format for Bank Guarantee for EMD		
5	Form – 4: Annual Turnover		
6	Form – 5: Certificate of Incorporation		
7	Form – 6: Format for Statutory Auditor's Certificate for Furnishing Net worth Details		
8	Form – 7: No Blacklisting Certificate		
9	Form - 8 : Undertaking for Data and Information Security		
10	Form - 9 : Onsite & Offsite Resource CV Template		
11	Any other Information (Please Specify)		

Annexure-1 for Pre-Qualifications (Stage-1)

Forms for Bid Submission

Cover Letter

[On the letterhead of the organization]

To,
Project Director
Centre for Health Informatics,
The National Institute of Health and Family Welfare,
Ministry of Health & Family Welfare, Govt. of India,
Baba Gang Nath Marg, Munirka,
New Delhi – 110067

Sub: Prequalification-cum-Technical Bid for selection of agency for supporting content creation, analytics and response management of social platforms

Dear Sir,

Having examined the RFP, Annexures and addenda numbers _____ thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

We acknowledge having received the following addenda / pre-bid clarifications to the RFP:

Addendum No.	Dated

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, suggestions if any, found in our bid shall not be given effect to.

We undertake, if our bid is accepted, to provide the services comprised in the RFP within time frame specified, starting from the date of receipt of notification of award from CHI.

We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by CHI, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.

We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, CHI reserves all the rights to terminate the contract and appropriate penalty will be borne on us.

We hereby confirm that we do not have any conflict of interest in accordance with Clause 8.

Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement.

As security for the due performance of the undertaking and obligation of the bid we submit herewith a Bank guarantee bearing number _____ dated _____ drawn in favour of **“Director, The National Institute of Health & Family Welfare, New Delhi”** for an amount of Rs. _____ payable at Delhi.

Particulars	Primary Contact	Secondary Contact
Name		
Title		
Company		
Address		
Phone		
Mobile		

Email		
Fax		

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in our prequalification criteria status till the date of award of contract to the Successful Bidder, it is our responsibility to inform CHI of the changed status at the earliest. We further clearly understand that CHI is not obliged to inform us of the reasons of rejection of our bid.

Dated this _____ day of _____ 2017

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Form – 1: Undertaking

Bidder should provide an undertaking in the format given below on the letterhead of the bidder's organization.

[On the letterhead of the organization]

It is certified that the information furnished here in and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on CHI in case our bid is accepted.

We understand that any component or service required for completion of the project will be made available by us without any additional financial implication, except those explicitly mentioned in the RFP, to the CHI.

Dated this _____ day of _____ 2017

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Form – 2: Format of power-of-attorney for signing of bid

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms(full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for System Integrator for “Selection of agency for supporting content creation, analytics and response management of Social Platforms” in response to the tenders invited by Ministry of Health and Family Welfare (referred to as CHI), including signing and submission of all documents and providing information / responses to CHI in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2017

For _____

(Signature)

(Name, Designation and Address) Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is

so required the same should be under common seal affixed in accordance with the required procedure. In addition, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Form – 3: Format for Bank Guarantee for EMD and PBG

Whereas _____ (hereinafter called "the bidder") has submitted its bid offer dated _____ 2017 for **“Selection of Agency for supporting content creation, analytics and response management of MoHFW Social Platforms”** for Request for Proposal (RFP) (hereinafter called "the bid") presents that WE _{Bank name}_ having head office at _{ head office Address}_ (hereinafter called “the Bank”) are bound upto _{date till bid validity}_ to Ministry of Health & Family Welfare (hereinafter called "CHI" in the sum of Rs ----for which payment will and truly to be made to the CHI the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____ 2017.

THE CONDITIONS of this obligation are:

If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid; or if the bidder, having been notified of the acceptance of its bid by CHI during the period of bid validity: fails or refuses to execute the contract if required; or fails or refuses to furnish the Performance Bank Guarantee, in accordance with the instruction given in Request for Proposal; we undertake to pay the CHI up to the above amount upon receipt of its first written demand, without the CHI having to substantiate its demand, provided that in its demand the CHI will note that the amount claimed by it is due 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 and including and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Place:

(Signature/ seal of the Bank)

Form – 4: Overall Turnover

We hereby certify that total annual turnover and average turnover of M/s _____ (name of the bidder) for the last three years from (please indicate services as per section 4.1 (Stage-1), PQ, Sr.no. 1) is as given below:

Annual turnover for the last 3 Financial Years in Indian Rupees (in Crores)			
Year (2014-2015)	Year (2015-2016)	Year (2016-2017)	Average

(Signature of Statutory Auditor/ca)

Name of Statutory Auditor/ca:

Name of Statutory Auditor/ca Firm:

Seal

Form – 5: Certificate of Incorporation

Bidder Name:	
Incorporated as _____ in year _____ at _____.	
Registration Number	

Supporting Documents: Please provide copy of Certificate of Incorporation.

Form –6: Format for Statutory Auditor's Certificate for Furnishing Net worth Details

<<On Statutory Auditor Letter Head>>		
We hereby certify that Positive Net Worth of M/s _____ (name of the bidder) as on 31st March, 2017 is positive and is as given below: Net worth as on 31st March, 2017 in Indian Rupees (in Crores)		
	Net worth as on 31st March, 2017 in Indian Rupees (in Crores)	
Particular		As on 31st March, 2017
Paid Up Share Capital		
Free Reserve		
Total		
(Signature of Statutory Auditor)		
Name of Statutory Auditor:		
Name of Statutory Auditor Firm:		
Seal		

Form – 7: No Blacklisting Certificate

[On the letterhead of the organization]

No Blacklisting Certificate

This is to certify that ----- (name of the organization), having registered office at -----

----- (address of the registered office), as on date of submission of the bid, the bidder has not been
blacklisted by any Government entity in India.

Signature:

Name of the Authorized Signatory:

Designation:

Form – 8: Undertaking for Data and Information Security

(On the Letterhead of the bidder)

Strictly Private and Confidential

To,

Project Director

Centre for Health Informatics

The National Institute of Health and Family Welfare

Ministry of Health & Family Welfare, Govt. of India

Baba Gang Nath Marg, Munirka

New Delhi – 110067

Dear Sir,

Sub: (to be mentioned by the bidder)

We acknowledge that during the course of Bid evaluation and subsequent signing of contract with the successful bidder against Request for Proposal (RFP) floated Selection of Agency for for supporting content creation, analytics and response management of Social Platforms, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, physical data, digital data or intellectual property nature or otherwise), whether oral or written, relating to CHI and its business that is provided to us pursuant to this undertaking.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.

We shall use the Confidential Information solely for the preparation of our response to the RFP and subsequently showcasing our capabilities to the evaluation committee and not for any other purpose.

We shall not disclose any Confidential Information to any other person or firm, other than as permitted by CHI.

We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].

This undertaking shall not prohibit disclosure of Confidential Information:

To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated:

To the extent, law requires that such disclosure;

To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and

To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.

Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:

To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

This undertaking shall not apply to Confidential Information that:

Is in the public domain at the time it is acquired by us;

Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;

Is already in our possession prior to its disclosure to us; and is independently developed by us.

This undertaking shall continue perpetually unless and to the extent that you may release it in writing.

We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

We acknowledge that no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

This undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Delhi courts.

Yours sincerely

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature Place:

Date: Seal and signature of the bidder

Form – 9: Onsite & Offsite Resource CV Template

Onsite:

Sr. No	Name of the Resource	Designation	Qualification	Total Years of Experience	Experience Description
1					
2					

Offsite:

Sr. No	Name of the Resource	Designation	Qualification	Total Years of Experience	Experience Description
1					
2					

Annexure-2 Financial Format

I, authorized representative of the Company, hereby quote the rates **inclusive** of all incidental expenses and taxes for “**Selection of Agency for supporting content creation, analytics and response management of MoHFW Social Platforms**” behalf of my Firm/Organization:

Sl. No.	Description of job	Rate in figures
1.	Consolidated cost for Social Media Services, solution, applications and maintenance of social media platform.	
2.	Designation of Person with details as mentioned in the scope of work to be deputed:	Man-month Rate in figures
2a	Onsite	
2a(i)	Social Media Content Manager / Copy Writer	
2a(ii)	Graphic Designer	
2a(iii)	Social Media Developer	
2b	Offsite	
2b(i)	Project Manager cum Team Leader	
2b(ii)	Illustrator	
2b(iii)	Analyst	
2b(iv)	Facebook Expert	
2b(v)	Twitter Expert	
2b(vi)	Moderator (for reply to the queries, miscellaneous task)	
2b(vii)	Animator / Video Editor	
Total (Inclusive Of All Taxes) (1+ 2a + 2b)	In words	In figures

- The Selected agency is expected to provide additional Human Resource/s on the same rates mentioned in financial bid on short notices.

The number of designation may be hired more with the same rate quoted in the RFP for that designation.

Total in words: _____

I, undertake to abide by the terms & conditions as laid down in the tender documents of CHI.

Signature:

Name of the Person with designation:

Name of the Firm:

Date, Address:

Tel. No. :

Fax No. :

Mobile No. :

Annexure 3 – Service Level Agreement (SLA)

The Selected Agency contract period will be for one year initially. Detailed SLA will be signed with the Selected Agency. SLA will have conditions for penalty, digital media conditions and other general conditions.

*******End of Document*******