

F.No. W-11014/3/2020-IEC

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SECTION - I

GENERAL

Ministry of AYUSH, Government of India desires to engage a credible professional agency as a “New Media Management Agency(including Social Media Platforms” to facilitate its utilization of various social media platforms for creating awareness about the AYUSH systems of healthcare, to promote AYUSH services and to disseminate information about the schemes, programmes and activities of the Ministry of AYUSH. The proposal / bids are invited from credible professional agencies/ firms, for this purpose. The scope of work to be taken by the agency has been broadly spelt out in Section II.

The agency/firm must have in-house production capability. All other requirements such as manpower, tools, applications, creative content, advertising etc. will have to be met by the Agency. Agency must have expertise in these activities. The entire data and intellectual property generated from the activity will be owned fully by the Ministry. The firm has the responsibility to store the same and provide it to Ministry of AYUSH on a quarterly basis or as & when demanded. Agency will be completely responsible to maintain the following **1.Backup, 2.Storage and 3.Recovery mechanism**. The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorized by the Ministry. In case of any such leak /breach of data, the entire legal, financial and other consequences will be borne by the firm/agency. All the real and virtual creations will be the property of Ministry of AYUSH and IPR will vest with Ministry of AYUSH. The agency/firm will also ensure that all the creations submitted by them to the Ministry are free of copyright and IPR encumbrances and any error and omission in this matter shall be sole responsibility of the Agency.

1. SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates are shown below:

S.No.	Event	Days
1	Tentative date of uploading of RFP at E-Tender CPP portal	24/12/2020
2	Pre Bid Meeting	30/12/2020 @12PM
3	Last date of request of queries	03/01/2021 @ 5PM
4	Last date of response to queries	13/01/2021 @5PM
5	Last date of Submission of bids	27/01/2021 @5PM
6	Opening of technical bids and Presentation by the Agencies	30/01/2021 @12PM
	Opening of Financial bids	03/02/2021 @12PM

- 1.1 The complete details for the RFP can also be downloaded from Ministry of AYUSH's website <http://www.AYUSH.gov.in/> and Central Public Procurement Portal of Government of India at <https://eprocure.gov.in/eprocure/app>. Interested bidders are advised to regularly visit these websites in order to update themselves with regard to any change or additional information related to the tender.
- 1.2 The Ministry of AYUSH reserves the right to amend the document for RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Ministry of AYUSH's website: <http://www.AYUSH.gov.in/> from time to time for any updated information.

2. PROCEDURE, TERMS AND CONDITIONS

2.1 EMD in original has to be submitted in sealed envelope on or before last date of submission of bids to following address-

**R&I
Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023**

2.2 Price bid of bidders qualified in eligibility conditions and presentation (technical specifications) shall only be opened.

2.3 The EMD of INR 2, 00,000/- in the form of Bank Draft/Pay Order (In the name of PAO, MOHFW) is required to protect the interest of Ministry of AYUSH against the risk of Bidder's conducted which would warrant forfeiture of the Bid Security.

A. In terms of Public Procurement Policy of Micro & Small Enterprises/Guidelines of Govt. of India, the bidders may claim exemption from deposit of EMD provided the bidders upload along with the technical bid the scanned copy of documentary proof / certificate in support of the claim for EMD exemption issued by the appropriate authority of Government of India.

The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSMEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.

B. In case of any bidder who claim exemption of EMD in terms of Point above, modifies his offer or terms conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding EMD Clause, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.

2.4 All bids will remain valid for 180 days from the date of submission.

2.5 The Ministry of AYUSH reserves the right to solicit additional information from Bidders individually and collectively. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

2.6 The Ministry of AYUSH reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meet the interest of the Ministry of AYUSH.

2.7 The Ministry of AYUSH also reserves the right to negotiate with the bidder having highest combined technical & financial score in the interest of the Government, subject to government rules and procedures in the matter.

- 2.8 The Ministry of AYUSH reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.
- 2.9 All information contained in the RFP document, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations / agencies.
- 2.10 The Agency selected will not use its name, logo or any other information/ publicity on content published on social media platforms of the Ministry of AYUSH.
- 2.11 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- 2.12 All material, art work used in management of Social Media Network will be property of the Ministry of AYUSH. Content shared online must be copyright protected.
- 2.13 All the real and virtual creations will be right of Ministry of AYUSH and Intellectual Property Rights (IPR) will vest with Ministry of AYUSH
- 2.14 The timeline/schedule of deliverables will be decided as and when the requirement/task activities arise. Bidder should complete the job/activities as and when asked by the Ministry of AYUSH.
- 2.15 Bidders in joint venture, consortiums are not eligible to apply.

3. ELIGIBILITY CONDITIONS

The Bidders should fulfil the following eligibility conditions for participating in the Tender/Request for Proposal (RFP). The Bidders should enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the bidder for the smooth and timely execution of the assigned work.

Sr. No.	Broad Criteria	Basic Requirement	Specific Requirement	Documentary proof to be submitted
1	Registered in India & Indian Origin domain	Mandatory Registration & Indian Origin Domain, Proprietary Company, LLP	A) The bidder should be a reputed, reliable and well established Partnership Firm/Registered Society or a Company registered under the Companies Act, 1956/2013 and should have been in the business of “Social Media Management & Digital Marketing” for more than 3 years B) Start-up organization with total annual turnover less than 25 Cr, incorporated for not more than 5 years as on date of proposal/bid submission. C) Micro & Small Enterprises	A) Documentary Proof (copy of incorporation Notary Attested) B) Certificate of incorporation and copy of DIPP approval or certificate Notary Attested. C) Copy of incorporation and MSEs certificate. Notary attested
2	Sole responsibility	Undertaking (Mandatory)	Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.	Undertaking by authorised signatory on company letter head As per ANNEXURE 6
3	Black listing /No conviction	Mandatory Certifications	1. Bidders should not have been blacklisted by any of the State or Central Government or any organization. 2. Should not have been found guilty of any criminal offence by any Court of law.	Duly signed & notary Attested Affidavit from the Bidder As per ANNEXURE 8
4	Correct Information supplied in Bid	Undertaking (Mandatory)	Under taking by authorised signatory that the information submitted by them is correct and they will abide by the decision of Ministry of AYUSH. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.	Undertaking (self-declaration on letter head) duly signed by Authorised signatory As per ANNEXURE 7

5	Financial Worth	Turn over	<p>A) The annual turnover of the agency in the area of Digital Marketing services including social media marketing services for 2017-18 and 2018-19 and 2019-20 respectively should be at least Rs. 1.5 Cr.</p> <p>B) For start-up organization annual turnover of the agency in the area of Digital Marketing services including social media marketing services for 2017-18 and 2018-19 and 2019-20 respectively should be at least Rs. 0.80 Cr.</p> <p>C) For MSEs The annual turnover of the agency in the area of Digital Marketing services including social media marketing services for 2017-18 , 2018-19 and 2019-20 respectively should be at least Rs. 1.5 Cr.</p>	<p>Balance Sheet (PL Statement), ITR copy of last three financial years. Notary attested Certificate in original from Company CA, certifying turnover and positive Net Worth As per ANNEXURE 9</p>
6	Tax details	Tax registration/ clearance	The bidder should have registered for (i) Service Tax (ii) PAN (iii) GST	<p>Copies of the same (all three) Notary Attested</p>
7	Power of Attorney	Power of Attorney regarding Authorise Signatory	Power of Attorney regarding Authorise Signatory	As per Annexure 5

8	Experience & Clientele list	<p>a) Work Experience in Social Media In-house production facility</p> <p>b) Engagement Details</p>	<p>a) The agency must have an experience of at least 3 years in Social Media Network Management</p> <p>b) The agency must have an inhouse production facility for production and editing of contents in all forms.</p> <p>c) Bidder has to submit their clientele list. A list of clients to whom similar items and services have been supplied/provided in the past 3 years should be furnished with particulars like name of the organization, items supplied, quantity of items supplied, name, address & phone number of contact person. Certificates from earlier clients for successful fulfilment of the project should be enclosed</p> <p>d) Minimum five work orders in last three years , having (i) four orders not less than 25 lakh OR (ii) Five work orders not less than 15 lakh</p> <p>e) For start-ups & MSE minimum Five orders in last 3 years, having (i) Three orders not less than 15 lakh OR (ii) Four orders not less than 10 lakh</p>	<p>Copy of work orders or Satisfactory work completion certificates clearly mention order value and project period from served client along with client list pertaining to SOCIAL MEDIA related work</p> <p>Along with Self-certification on Letter Head by authorised signatory</p>
9	Management	Social Media Network	<p>a) The agency must have expertise of running social media campaigns on Twitter, Facebook, and YouTube etc.</p> <p>b) The agency should deploy minimum four no. of key social media professionals on a daily basis in the Ministry of AYUSH Office for management of Social Media platform in English & Hindi of the Ministry of AYUSH and coordination purposes.</p>	<p>Undertaking for deployment of minimum three no. Social media managers in the letter head.</p>

10	Qualification of Manpower For deployment in Ministry of AYUSH	<p>(a) Project Manager</p> <p>(b) Content Writer</p> <p>(c) Graphic Designer</p> <p>(d) Content Manager</p>	<p>a) A Post Graduate/ Graduate in any discipline with 5 years of experience and proven skills in Content Management for websites/social Media Account management and excellent skill in written & spoken English & Hindi, good working knowledge of MS Office/Excel, Social Media management tools/applications, ability to collaborate with stakeholders, & to perform under deadlines in a process-oriented multi-task activities etc., and have at least 3 years of experience in social media management and content creation.</p> <p>b) Bachelor Degree in any discipline with 3 years' experience and proven skills in content writing in Hindi and English. In case the content writer is not proficient in Hindi, the agency should commit to provide support of Hindi translator as and when required.</p> <p>c) Bachelor Degree in Fine Arts/Graphic Design or Diploma in Graphic design/Animation from a Recognized University / Professional Institutions with at least 3 years' Experience in graphic design/online design, visualisation in multi-media activities in reputed organisation. At least 10 Team members who are permanent employees of the agency, having been on the payroll for a minimum of 3 years.</p> <p>d) Bachelor Degree in Fine Arts/Graphic Design or Diploma in Graphic design/Animation from a Recognized University / Professional Institutions with at least 8 years' Experience in graphic design/content management in reputed organisation</p>	<p>Attached Relevant Documents in Support of Qualification & experience.</p> <p>NOTE: Resources' CVs as per ANNEXURE 10</p>
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Note:- All the documents submitted in Technical bid must be in compliance to above table and other respective Annexures given in document.

3.1 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfil the following terms and conditions: -

a) EARNEST MONEY& TENDER FEE:-

- (i) Each bidder is required to submit Rs. 2,00,000/- (Rupees Two lakhs only) as Earnest Money Deposit (EMD) in the form of Bank Draft / Demand Draft in favour of PAO **MOHFW, New Delhi**, payable at Delhi.
- (ii) EMD should be submitted before the last date for submitting Bid.
- (iii) Bid not accompanied with EMD shall summarily be rejected.
- (iv) No interest shall be payable by the Ministry of AYUSH for the sum deposited as Earnest Money Deposit.
- (v) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (vi) The EMD of the unsuccessful bidders would be returned after award of the contract.
(EMD of the successful bidder shall be returned only after receiving the prescribed performance security)

b) PERFORMANCE SECURITY

- (i) Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value of job for one year in the form of the bank draft/demand draft or bank guarantee from a scheduled nationalised bank in favour of "PAO, Ministry of Health and Family Welfare" New Delhi, within 10 days of issue of letter for performance security. Performance Security will remain valid even after 60 days beyond the satisfactory completion of job.
- (ii) The successful bidder has to renew the bank guarantee/draft on same terms and conditions for the period up to contract including extension period, if any.
- (iii) Performance Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

c) PERIOD OF CONTRACT

The contract will be for a period of 1 year subject to the satisfaction of Ministry of AYUSH. If performance is satisfactory, Ministry of AYUSH may extend the contract upto two times, each for a period of 1 year on same terms & conditions, subject to review of performance on each occasion.

d) PRICES

- (i) All the prices must be quoted on unit rate basis in INR along with all applicable charges i.e. professional fee and applicable taxes, duties, etc. (if any).
- (ii) The agency has to ensure that the prices / rates quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period.
- (iii) No increase in the prices would be allowed during the contract period.

e) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, the Ministry of AYUSH may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the agencies. To give the Agencies reasonable time in which to take an amendment into account in their bids, the Ministry of AYUSH may, if the amendment is substantial, extend the deadline for the submission of bid.

f) CONFLICT OF INTEREST

- (i) The Agency is required to provide professional, objective and impartial advice and at all times hold the Ministry of AYUSH's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- (ii) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities: An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

Conflicting Assignment/job: An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.

Conflicting Relationships: An Agency that has a business or family relationship with a member of the Ministry of AYUSH staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Ministry of AYUSH throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Ministry of AYUSH, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the Ministry of AYUSH comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

g) PAYMENT

The payment will be released to the agency on quarterly basis on receipt of request, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the Ministry of AYUSH. No advance payment will be made. All payments shall be made in Indian Rupees.

4. PENALTY CLAUSE

- (i) The detail Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the client. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the Client and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof.
- (ii) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligation, the Ministry of AYUSH may take a decision to cancel the contract with immediate effect and reserves the right to blacklist the agency. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- (iii) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% of per week of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/tasks /activities arise.

Termination of Contract:

The Ministry of AYUSH will have the right to terminate the contract at any time without assigning any reason thereof without any prior notice.

5. PREPARATION OF BID

All the bidders are requested to follow the instructions given below while submitting the bids.

6. TECHNICAL AND FINANCIAL BID

Bids should be submitted as per the standard guidelines of e-procurement in English Only.

6.1 The Technical bid should have the following: -

- (i) Compliance and documentary proof of all eligibility condition as mentioned in tender document should be uploaded on e-Procurement Portal.
- (ii) All pages of the document submitted should be signed.

6.2 The Financial bid must contain the following:

- (i) No price / rate variation / adjustment or any other escalation will be entertained.

- (ii) The price quoted for Financial Bid format should not include the expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid by Ministry of AYUSH to the agency on actual basis on production of authentic bills. Agency should inform regarding such expenditure well in advance.

7. SIGNING OF BID

All pages of the document submitted should be signed. Original copies of documents uploaded shall be verified by the designated committee on the day of technical bid opening.

8. Pre-Bid Queries

MoA shall hold a pre bid meeting after 10 days from the date of release of RFP on 30/12/2020 @ 12PM at **Ministry of AYUSH, B Block AYUSH Bhawan, GPO Complex, INA, New Delhi -110023 or through VC.**

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by hardcopy only to R&I section of Ministry of AYUSH within stipulated time.

The queries should necessarily be submitted in the format as per **ANNEXURE 11**

Note: MoA shall not be responsible for ensuring that they have received the bidders' queries. Any requests for clarifications post the indicated date and time or in any other format may not be entertained

9. EVALUATION PROCESS

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as per **Section 1.3 of this RFP**. The proposals which do not meet the eligibility criteria will be summarily rejected, forthwith, or at any stage of detection. If deemed necessary, additional clarifications may seek on any aspect from the Agency (ies). However, that would not entitle the Agency (ies) to alter or cause any change in the material information of the proposal already submitted.

All qualified bidders in Eligibility Criterion will be further evaluated in Technical Bid/Criterion as per **Annexure 3**. During the evaluation, Score/Marks will be allotted against the requisition/Parameters in Technical bid.

The technical proposals of the Agencies who have cleared the minimum qualification score of 70% in the technical evaluation shall be ranked on the basis of their technical score (St) and only their financial proposals will be opened.

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below. The commercial bids of the qualified bidders only shall be opened by the committee on the notified date and time. Bids that are not substantially responsive are liable to be disqualified at the committee's discretion. The amount mentioned against Total Cost field column "D" in the Commercial Bid Form in ANNEXURE 2 shall be considered for the commercial evaluation of the qualified bidders. The total cost will be the determining factor of the Financial Proposal.

Selection Procedure: The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the RFP within the total quoted price shall be that of the Applicant. The

applicant shall bear all taxes, duties, fees, levies and other charges other than GST as applicable. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm / F;$$

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

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be **0.80:0.20**.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the Work Order (the Successful Applicant).

h) The decision of the committee of MoA will be final and binding. MoA reserves the right to accept or reject a proposal without assigning any reason thereof.

Award of Contract: After final evaluation of the technical & financial proposal, MoA will notify the successful agency in writing that their Proposal has been accepted.

PERIOD OF CONTRACT

The contract will be initially for a period of one year which may be curtailed at any point of time or extended further with mutual consent. During the period of contract, if the services of any agency are found unsatisfactory, then MOA can solely terminate the contract with the notice period of one month.

9.1 Negotiations:

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary and shall be held only with the Agency who shall be placed as L-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. This will be subject to Government rules and procedure in the matter. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

9.5 General:

- a) Bids once submitted cannot be amended.
- b) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected
- c) The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the Ministry of AYUSH.
- d) Technical bids and financial bids will be opened, in the presence of Bidders' representatives (One for each bidder), who wish to be present.

10. COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

11. ARBITRATION

- (i) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the Ministry of AYUSH would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.
- (ii) It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.
- (iii) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

12. LABOUR LAWS AND SAFETY MEASURES

- (i) Agencies shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, consortium shall be liable for the same.
- (ii) Agencies shall be liable for payments of duties viz. P.F. E.S.I. etc. including any compensation payable under Workmen Compensation Act. Ministry of AYUSH shall have no responsibility or financial or other liabilities towards professional employed by agencies.
- (iii) Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to consortium account.

13. APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

14. INSURANCE AND MEDICAL FACILITIES

- (i) It is the responsibility of the agencies to ensure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance

cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. Ministry of AYUSH shall not be responsible for any such damages.

- (ii) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.

15. INDEMNIFICATION

- (i) Consortium shall at times indemnify and keep indemnified Ministry of AYUSH against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- (ii) Consortium shall at all times indemnify and keep indemnified Ministry of AYUSH against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- (iii) Consortium shall at all times indemnify and keep indemnified Ministry of AYUSH against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, salaries, remuneration, compensation or the hike.
- (iv) All claims regarding indemnity shall survive the termination or expiry of the work order.

16. FORCE MAJEURE

- (i) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party.
- (ii) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.
- (iii) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

17. FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the Ministry of AYUSH may without prejudice to any other right or remedy available to him to recover damages for breach of the contract:-

- (i) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 4 (Penalty Clause).
- (ii) Cancel the contract or a portion thereof by serving prior notice to the Agency.

- (iii) The Ministry of AYUSH may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the Ministry of AYUSH or take any other action as deemed necessary.

18. AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

The Ministry of AYUSH is committed to its 'values & beliefs' and business practices to ensure that Agency, who provides services, will also comply with these principles.

18.1 Bribery and corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

18.2 Integrity, Indemnity & limitation:

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the Ministry of AYUSH. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of the Ministry of AYUSH. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the Ministry of AYUSH or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the Ministry of AYUSH on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

SECTION II

SCOPE OF WORK / DELIVERABLE

1.1 INTRODUCTION

On behalf of Ministry of AYUSH, Government of India, sealed tenders are invited from credible professional agencies for management of new media (Social Media) platforms in *English and Hindi* for creating awareness about AYUSH and the services that are delivered under the schemes & programmes of the Ministry.

1.2 SCOPE OF WORK

General

- A. Creation & Maintenance of New Media(Including Social Media) Platforms for Ministry of AYUSH:**
- (i) Creation and/or Maintenance of Official accounts/pages of the Ministry on Twitter, Facebook, YouTube and other social media platforms which may be required or may emerge in the future. The Agency shall create and/or subsequently maintain Social Media Platform for MoA including but not limited to, Facebook Page, Twitter Profile, YouTube Channel, Blogs and Instagram.
 - (ii) Creation of relevant blogs and forums wherein the participation of targeted audience can be invoked.
 - (iii) Develop important Web Pages as specified by the Ministry.
 - (iv) Developing e-Books and e-periodicals as specified by the Ministry.
 - (v) **New Look:** Give all Social Media Platforms a new look every month (if required) by putting up new creative features, theme lines, links etc.
 - (vi) **Updates:** Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.
 - (vii) **Press Releases:** Publishing online press releases (of the Ministry of AYUSH at Press Information Bureau Site).
 - (viii) **Engage with users:** Regularly organize online surveys, quizzes, contests on all platforms in consultation with the Ministry of AYUSH.
 - (ix) **Publicity:** Publicize all festivals, cultural events, National and International event as such as International Yoga Day, Ayurveda Day, Homeopathy, Unani Day etc. suggested by the Ministry of AYUSH, using these social media platforms.
 - (x) **Query Management:** All queries received on all platforms which need not require inputs from Ministry of AYUSH must be replied to within 24 hours and all queries which require a consultation with the Ministry of AYUSH should be answered within two working days.
 - (xi) **Gate Keeping:** Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.

- (xii) **Media Tracking:** Use a good industry standard monitoring tool for analyzing comments / remarks about Ministry of AYUSH in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- (xiii) **Tagging:** Create relevant tagging & linkages of content on all platforms.
- (xiv) **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- (xv) **Presentations:** Prepare promotional presentations with multi-media content for the Ministry, as and when required.
- (xvi) **Live Coverage of the Event:** Perform live coverage of events through Live Tweeting, Facebook Live & Live Webcasting (alongwith archival recordings) of the Event at various social media platforms of MoA. A maximum of 25 such events would be required to be covered live in a year.
- (xvii) Set up a complete New Media (including social media) management system for the Ministry of AYUSH and manage the various new media platforms of Ministry of AYUSH in English and Hindi and deploying a minimum of one Project manager, one Content Writer and one Graphic Designer with requisite qualifications & skill-set in Ministry of AYUSH office who can gather, collate, design, write contents and post contents on the social media websites under supervision of the Ministry of AYUSH.
- (xviii) Enhance audience engagement on all social Media channels through designing and implementing contests, campaigns & promotions, etc. for generating awareness of people on health issues, generate buzz about Ministry's activities and engage citizens over Ministry's initiatives.
- (xix) Agency will support the Ministry in conducting webinars on a regular basis. For conducting webinars, an online platform will be provided by the Ministry. Recorded videos of the webinars will be edited or reproduced in the desired format within stipulated timelines given by the Ministry.
- (xx) Agency will be responsible for providing transcripts of thoughts shared by eminent personalities during the webinar in desired format.
- (xxi) Agency will be responsible for content management of website/portal of Campaigns and AYUSH Next, which is an interactive platform, works as an interface between students, colleges and AYUSH Industry. This includes content like Blogs, Newsletters, career guidance, success stories etc. of these two websites/portals.
- (xxii) Translation of related content (as mentioned in point xxi above) from English to Hindi or vice versa as per the requirement of the Ministry.
- (xxiii) Ensure through promotional activities that the viewership over social media site of the Ministry of AYUSH increases substantially and increase its reach preferably 15% per month from the date of start of operation.
- (xxiv) Ensure that significant posts made by the public on the Ministry of AYUSH social networking site is monitored on a real time basis and is brought to the notice of the designated Ministry's official through daily e-mail reports.
- (xxv) Round the clock running of Ministry of AYUSH's entities on the agreed upon New media and Social Media sites, updating, analysing social media trends, moderation and intervention as and when required.

- (xxvi) Ensure that the quick response to these posts is provided on the social networking site under the supervision of the designated Ministry of AYUSH's official. Prepare and upload a weekly bulletin on significant social media efforts in the Ministry of AYUSH as well as events/media reports etc. related to the issues dealt by the Ministry of AYUSH.
- (xxvii) To provide training, skill up-gradation and capacity building of the officers of Ministry of AYUSH to handle social media sites through lecture, seminar, workshop, class room online teaching etc. To provide quality trainers (with quality content) for at least one training programme of upto 50 participants per months.
- (xxviii) Should have credible contingency plan to effectively handle crisis and emergencies.
- (xxix) Any other works entrusted by Ministry of AYUSH for sensitizing student, AYUSH professionals and the public through social media Platform.
- (xxx) To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook etc.) is smooth and uninterrupted.
- (xxxi) To do webcast (i.e. Webcast URL and Short link, HD Quality Videos, etc.) and live streaming of events of the Ministry on all Social Media Platforms and provide archival recordings along with all requisite support for internet connectivity at the venue. Ministry will bear cost of internet connectivity on actual basis if any.

B. Creative designing and repackaging:

- (i) Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc.
- (ii) Repackaging of the content (videos and photographs) into suitable formats (video packages and others)
- (iii) Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, and YouTube etc.
- (iv) Above is to be done without any infringement of Intellectual Property Rights (IPR).
- (v) Quality writing skills to be ensured in such activities

C. Enhancing reach of content on Internet and social media sites:

- (i) Agency would be responsible for enhancement of the reach of the messages and other schemes of Government on various social media platforms through non-paid means so that the content would reach to the last mile on internet domain on real time basis. The agency should have capability to multiply the reach of content and promote content organically on various social media platforms.
- (ii) The agency should be able to develop interesting and innovative content, campaigns, competitions, so as to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis.

D. Making the uploaded content viral / virility of content

- (i) Agency would be responsible to make the content appealing, with potential to go viral on the internet and other social media sites. This will make the schemes, policies of Government to reach on various social media platforms to the last mile on internet domain in real time basis.
- (ii) The agency should have capability to multiply the reach of content and promote content and make it viral, following fair and legitimate methods.

E. Storage and submission of Content:

- (i) Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats, and submission of same in easily retainable format to the Ministry of AYUSH every quarter.
- (ii) Availability of archive content should be for at least 180 days.
- (iii) The Agency will submit the archived content to this Ministry within specified time in five copies of Compact Disc.

F. Advertisement and Promotion :-

Agency would also be responsible for advertising and promotion of Ministry of AYUSH and Ministry's various schemes, acts and related activities on the social media platforms.

G. Pre and Post establishment support

Any kind of support with regard to smooth functioning of hardware equipment/ software development. The agency should provide technical support 24 x 7 for maintenance of Ministry of AYUSH various Social Media Platforms through in-house staff.

H. Manpower Requirement

- (i) A minimum of three persons (Project Manager, Content Writer, Graphics Designer) shall be stationed in the Ministry of AYUSH for day to day coordination during working hours. During emergent exigencies, their services should be available before and after working hours or during weekend and holidays.

I. Performance Review

The agency will submit a suggested process of Performance Review on a quarterly basis before signing of contract. This will be appropriately and suitably amended (if required) by the Ministry and implemented.

J. Reporting:

- (i) The agency must submit weekly, "Effectiveness Analysis and MIS Reports" to Ministry of AYUSH on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of AYUSH System on the Social Media Platforms and the results achieved.

- (ii) The agency should suggest the no. of reports eliciting periodicity, format and content of such report which should help the management of this Ministry to know the exact position of the efforts undertaken.

K. Data Security and Prevention of Fraud

The agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.

L. Legal matters, including copy-right of content

Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues. The Ministry of AYUSH will not have any responsibility in this matter.

M. Amplification:

- (i) Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Social Media Marketing activity across both Paid Media and Non-Paid Media avenues. Media planning & providing professional inputs for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of contract on themes / subjects to be decided in consultation with the Ministry of AYUSH.
- (ii) Executing the digital campaigns based on the Social Media strategy and plan and undertaking activities like optimization of campaign, reporting etc.

N. Assistance to be provided by the Ministry of AYUSH would be as under:

- (i) Provide the necessary information on events / festivals of importance to the Ministry of AYUSH, from time to time.
- (ii) The AYUSH Grid/IEC Division of the Ministry of AYUSH will provide relevant (basic information/pictures/approvals) content as available from time to time.
- (iii) Provide all the necessary information such as logo of Ministry / event / press releases issued for traditional media and updates etc.
- (iv) Assist in obtaining any other permissions / information as required.
- (v) All Intellectual Property displayed on these platforms shall belong to the Ministry of AYUSH exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with Ministry of AYUSH.

ANNEXURE 1

Technical Bid Format

S.No. Particulars		To be filled by the Tenderer		
1.	Name of the Bidder (Agency)			
2.	Whether brief profile of the agency is enclosed (max 2-3- pages)			
3.	Address of the Bidder (Agency)	Tel.	Fax.	Email ID
4.	Year of establishment			
5.	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited/MSEs/Start-up)			
6.	Number of employees in the agency as on 31st July, 2020.			
7.	Registration Details: PAN No. (Copy to be enclosed)			
8.	The agency must have expertise of running social media campaigns on Twitter and Facebook etc. (copies of contract/orders in support of Minimum 3 years and more should be attached)			
9.	The agency must have in-house production facilities for production and editing of contents in all forms. (Details & self-certification on letter head).			
10.	Details of EMD (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank			
11.	Whether terms and conditions mentioned in the Tender document are acceptable (say 'Yes' or 'No') & if yes, please enclose the self-declaration of acceptance on letter head.			
12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India			
13.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender. (authorised Signatory as per POA)	Tel: Mobile:		
		Fax: Email:		
14	Copy of proof in the form of document and declaration, having full-fledged office(s) at least 4 full-fledged office(s) anywhere in India with at least one in the NCR with the state-of-the- art infrastructure and manpower including creative team (in case of emergency) to support timely service for activities within the scope of work. Agency should submit			

Apart from the above, all the requisite papers mentioned in the tender document are also enclosed.

**Authorized Signature [In full and initials]
of Signatory
Date:**

Name & address and Title

(Seal)

ANNEXURE 2

FINANCIAL BID FORMAT(For reference only as Price Bid has to be submitted online. Price bid submitted in hardcopy will not be considered.)

To
The Purchase Committee for Social Media Tender
Ministry of AYUSH
AYUSH BHAWAN, B Block, GPO Complex,
Near INA, New Delhi-110023

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for work in Section – II as well as details defined in the tender document** is as mentioned below. Break-up of the cost, taxes & other charges are as under:-

S No.	Description of Items	Cost per month (exclusive of taxes & other charges) (inRs.) (A)	Taxes & Other charges (inRs.) (B)	Total Cost per month inclusive Of all taxes & other charges) (inRs.) (C)	Total Cost for one Year (inclusive of all taxes & other charges) (inRs.) (D)
1.	Consolidated cost for services, solution, Maintenance of management/ Installation of tools/Applications as detailed under scope of work/deliverables in section II including Charges for deployment of Project Manager, Content Writer and Graphic Designer on full time basis with requisite qualifications & skill-set in Ministry of AYUSH for one year relating to Social Media.				

Our bid shall be binding upon us up to period of validity as indicated in sub clause 2.5 of Section-1 General. We understand you are not bound to accept any bid you receive.

Date:
Yours Sincerely,

Authorized Signatory (In full and Initials)

Name and Title of the Signatory

Name & Address of firm

Seal:

ANNEXURE 3

Technical Evaluation Criteria

The point system for evaluation of technical bid will be as under:-

Sr.No.	Criteria	Points
1	Social Media Management :	20
	Support different roles for creating posts, approving posts, and reviewing posts. Support monitoring of messages on twitter and Facebook. Social media management through tools.	20
2	The cumulative turnover of the agency in the area of Digital Marketing services including social media marketing for years 2017-18 ,2018-19 and 2019-20 should be at least Rs. 1.5 Cr.	10
	➤ Rs. 3.0 crore and above	10
	➤ Rs.2 crores to 2.99 crores	8
	➤ Rs. 1.5 crore to Rs. 1.99 crore	6
	➤ Rs 0.8 crore to 1.49 crore	4
3	Operational period as a ‘Social Media (Facebook, Twitter etc.) networking Agency’	15
	➤ 3 years to 5 years	8
	➤ >5 years	15
4	Power – Point Presentation on the methodology for this assignment with live demonstration	25
	i. Vision about Social Media for AYUSH	5
	ii. A detailed case study for reach of 3,00,00,000 for all Social Media platforms	5
	iii. Organization & Staffing	5
	iv. Understanding of the Scope of Work	10
	a) How to manage the various social media platform of MoA / work plan	
	b) Demonstration of working features described in “Scope of Work” in “Section II”	
c) Previous success stories		
5	Internet Ranking/Technical Specification	10
	Social Media Management on agency owned/managed Facebook/twitter/Youtube	
	➤ With < 10,000 likes	2.5
	➤ With >= 1,00,000 &= 5,00,000 likes	5
	Social Media Management Agency with minimum 1,00,000 followers	2.5
6	Manpower	5
	At least ‘X’ Team members who are permanent employees of the agency, having been on the payroll for a minimum of 3 years.	
	(i) For start-ups and MSE	5
	➤ X >= 15	3
	➤ X >= 10 ; X <= 14	1
	➤ X >= 5 ; X <= 09	

	(ii) For others ➤ X > = 25 ➤ X >= 15 ; X <= 24 ➤ X >= 5 ; X <= 14	5 3 1
7	No. of Clients serviced in last 3 years	5
	➤ Less than 100 ➤ >=100 &< 250 ➤ >=250 &<500 ➤ >=500 &<=1000	0 2 4 5
8	Social Media Training Experience (Number of trainees) in last 3 years	5
	➤ Less than 100 ➤ >=100 &< 250 ➤ >=250 &<500 ➤ >=500 &<=1000	0 2 4 5
9	No. of Social Media campaigns conducted in last 3 years	5
	➤ Less than 100 ➤ >=100 &< 250 ➤ >=250 &<500 ➤ >=500 &<=1000	0 2 4 5
	Overall	100

ANNEXURE 4

Compliance Sheet for Technical Proposal

The Technical proposal should comprise of the following basic requirements. Bidders are requested to go through tender document and corrigendums if issued by the Ministry for completeness of submission of proposal. Bidders are requested to prepare checklist of various documents submitted it alongwith EMD in hardcopy.

SI No.	Specific Requirements	Documents Required	Compliance
1.	Covering Letter for Technical Proposal	ANNEXURE 1	
2.	Original Power of Attorney in the Name of the Authorized signatory as Per Annexure 5		Yes/ No
3.	Documents required for All other criteria mentioned in clause 3 of section I “ELIGIBILITY CONDITIONS”		Yes/ No
3.1	<Requirement or document description>>		Yes/ No
3.2		Yes/ No
3.n		Yes/ No
4.	Documents required for All other criteria mentioned in section “Technical Evaluation Criteria” ANNEXURE 3		Yes/ No
4.1	<Requirement or document description>>		Yes/ No
4.2		Yes/ No
4.n		Yes/ No

Note: Please add rows where ever required. Do not change the format

ANNEXURE 5

Power of Attorney format regarding authorised signatory

Tender/RFP ref. No.

DATED:

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is issuing the power of Attorney)

Know all men by these presents, we ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "ENGAGEMENT OF SOCIAL NETWORK MANAGEMENT AGENCY" Project proposed or being developed for Ministry of AYUSH (the "Authority") including but not limited to signing and submission of all applications, bids, consortium MOU (if applicable), power of attorney for other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

Note: Copy of Board Resolution to be attached stating the powers of the executants to authorize the concerned person to whom this power of attorney is being issued.

ANNEXURE 6

Undertaking for Total Responsibility

(To be provided on the Bidder's letterhead)

Date:

To:

**The Purchase Committee,
Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023**

Subject: Undertaking for Total Responsibility

Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake the total responsibility for the defect free operation of the proposed solution as per the requirements specified in the RFP and its subsequent corrigenda.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

ANNEXURE 7

Undertaking (self-declaration on letter head) duly signed by Authorised signatory for correct information supplied in submitted bid

(To be provided on the Bidder's letterhead)

Date:

To:

**The Purchase Committee,
Ministry of AYUSH,
B Block AYUSH Bhawan,
GPO Complex,
INA, New Delhi -110023**

Subject: Undertaking for correct information supplied in submitted bid

Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

I/We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake that all the information and relevant document submitted as a part of Submitted proposal are true & correct to the best of my knowledge.

In case if any information or document or declaration is found to be incorrect or false during the bid management or even after award of work or during the contract period, the proposal/bid or letter of award shall stand null and void and we do agree that such incident may lead to forfeiture of EMD/PBG followed by termination of contract as per sole discretion of Ministry of AYUSH.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

ANNEXURE 8

Notary attested Affidavit for Non-Blacklisting or Non Debarment

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is signing the Affidavit)

AFFIDAVIT

I, _____ age _____, S/o _____, resident of _____ employed as _____ with _____ M/s _____ having office at _____ do solemnly affirm and declare as under:

- 1. I/We am/are authorised signatory for signing and submitting proposal/bid on behalf of M/s. <company name. Original Power of attorney is also submitted as per requirement of RFP Ref. no _____ Dt._____.**
2. I/ We hereby declare that our Company _____ is having unblemished past record and is/was not declared blacklisted by any entity of Government of India / Government of Punjab / other State Government / Government Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during last 5 calendar years, as on date of submission of Bid.

We hereby also declare that we are not ineligible under any of the following clauses/conditions:

- i. Service Providers who have been blacklisted or otherwise debarred by Ministry of AYUSH or any department of Central or State Government or any other Central / State Public Sector Undertaking shall be ineligible during the period of such blacklisting/debarment.
- ii. Any Service Providers whose contract with the Ministry of AYUSH, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.
- iii. Bidder whose EMD /or Security Deposit have been forfeited by the MoA or Central/State Govt. or any Central/State PSU/Statutory Corporation, during the last five years, for breach of any terms and conditions will be ineligible.
- iv. If the proprietor /any of the partners of the firm/ executive member of cooperative /any of the Director of the Service Provider company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Service Provider will be ineligible.
- v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, executive member of cooperative or as director of a company etc.) will render the Service Provider disqualified.
- vi. Bidder is not blacklisted by GST authorities

DEPONENT VERIFICATION:

Verified at _____, this the _____ day of _____ 2018. That the contents in the above affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom.

DEPONENT

Attested by Notary Public

ANNEXURE 9**Certificate for Turnover and Net Worth from CA**

Certified that M/s _____ having its Registered Office at _____ has been having an annual turnover of not less than INR 1.5 Crores and net worth of.

The details are as under:

Financial Year	Total Turnover (INR Crore)	IEC Related Turnover (INR Crore)	Net Worth (INR Crore)
FY2019-20			
FY2018-19			
FY2017-18			

This certificate is issued based on documentary evidences and Audited Accounts produced to me and copies of which are available with me that I shall be able to produce if directed or demanded by the Ministry of AYUSH. The certificate is true and correct to the best of my knowledge and belief.

Signature	
Name of the Person	
Designation	Chartered Accountant
Name of the Firm	
Registration No./ Membership No.	
Address	
Email address	
Contact No.	

Date:

Place:

ANNEXURE 10

Curriculum Vitae (CV) format of Key Personnel

1. Name of the person				
2. Current Designation / Job Title				
3. Current job responsibilities				
4. Proposed Role in the Project				
5. Proposed Responsibilities in the Project				
6. Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other 				
7. Professional Certifications (if any)				
8. Total number of years of experience				
9. Number of years with the current company				
10. Summary of the Professional / Domain Experience				
11. Number of complete life cycle implementation carried out				
12. Proficient in languages (Against each language listed indicate if speak/read/write)	Language	Read (Y/N)	Write (Y/N)	Speak (Y/N)
	English			
	Hindi			
	Other			

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)
Prior Professional Experience covering:

Prior Professional Experience covering:

- Organizations worked for in the past
 - Organization name:
 - Duration and dates of entry and exit:
 - Key responsibilities:
 - (a).....
 - (b) & more

- Prior project experience
 - Project name:
 - Client:
 - Key project features in brief:
 - Role:
 - Responsibilities/ activities
 - Duration of the project

NOTE: Please provide only relevant

Signature

ANNEXURE 11

Pre-BID Query Format

S. No.	RFP Reference(s) (Section & Page(s))	Document	Content requiring clarification	of RFP Points	Clarification	of

End of Document