



**Ministry of AYUSH**  
**AYUSH Bhawan**  
**B Block, GPO Complex, INA Colony**  
**New Delhi – 110023**  
Phone No: 24651644

**REQUEST FOR PROPOSAL (RFP)**  
**ENGAGEMENT OF**  
**SOCIAL NETWORK MANAGEMENT**  
**AGENCY**

# **Request for Proposal (RFP) for Engagement of “Social Network Management Agency”**

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# SECTION I

## GENERAL

Ministry of AYUSH, Government of India desires to engage a credible professional agency as a “Social Network Management Agency” 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 them. 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. They will also have the responsibility to maintain the backup, storage and recovery mechanism. The firm will ensure data protection (secrecy) and ensure that no data is leaked to any person not authorised 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 former.

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## 1. SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates are shown below:

S.No.	Event	Date
1	<b>Tentative date of uploading of RFP at E-Tender CPP portal</b>	15/02/2019
2	<b>Pre Bid Meeting</b>	22/02/2019 (1100 Hrs), AYUSH Bhawan, B Block, GPO Complex, INA, New Delhi-23.
3	<b>Last date of submission of bids</b>	08/03/2019 (1700 Hrs)
4	<b>Opening of Technical Bids</b>	11/03/2019 (1100 Hrs), AYUSH Bhawan, B Block, GPO Complex, INA, New Delhi-23.
5	<b>Presentation by the agencies</b>	11/03/2019 (1400 Hrs), AYUSH Bhawan, B Block, GPO Complex, INA, New Delhi-23.
6	<b>Opening of Financial Bids</b>	14/03/2019 (1100 Hrs), AYUSH Bhawan, B Block, GPO Complex, INA, New Delhi-23.

- 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/epublish/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 The RFP is to be submitted on two bids basis i.e. Technical Bid & Financial Bid, where techno-commercial details such as experience certificates, qualification document etc. shall be verified first. The Technical Bid & Financial Bid in sealed cover in separate envelopes should reach the office of The **R & I Section** , Ministry of AYUSH, on the below address, not later than the prescribed last date of submission of bids. Bids submitted after the due date and time would not be considered and summarily rejected. It is the responsibility of the Bidder to ensure that the bids are received in time by the deadline.

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

Note: - The two sealed / closed covers (i.e. one sealed / closed cover for the TECHNICAL BID + EMD+Tender Fee, and another sealed / closed cover for the FINANCIAL BID) should be further put in a sealed / closed Master Cover / Envelope superscribed with the "Proposal (RFP) for Engagement of "Social Network Management Agency"", along with the Name, Tel. No. and email ID of the bidder's contact-person.

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- 2.2 The Tender of contractors who do not qualify the eligibility conditions shall be forthwith rejected and their price bids shall not be opened. The price bid of contractors who are found eligible in prequalification shall be downloaded through E-Tender procurement solution after filling their details on the E-Tender portal.
- 2.3 The EMD of INR 2, 00,000/- in the form of Bank Draft/Pay Order 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.
- 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 bidders placed as H1 bidder 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	<b>Registered in India &amp; Indian Origin domain</b>	Mandatory Registration & Indian Origin Domain	1. Bidder should be registered in India 2. Should have a local office in NCR region, or commit to set up one before signing of contract, if selected 3. Domain name registered should be an Indian entity	Documentary Proof (under taking in case of 2)
2	<b>Internet ranking /Technical Specification</b>	Mandatory internet ranking/Technical Specification Criteria	Should have Alexa/ComScore ranking within top 1 lakh of agency maintained and/or owned web portals/social media platform.	Verifiable through Internet
3	<b>Black listing /No conviction</b>	Mandatory Certifications	1. Bidders should not have been blacklisted by any of the State Or Central Government to organization. 2. Should not have been found guilty of any criminal offence by any Court of law.	Duly signed Affidavit from the Bidder
4	<b>Conflict of Interest</b>	Mandatory certifications from bidder	Bidder should not have a conflict of interest in the assignment as specified in the bidding document. Comply with the code of integrity as specified in the bidding document.	Duly signed Undertaking from the bidder on letter head
5	<b>Financial Worth</b>	Turn over	The cumulative turnover of the agency in the area of Digital Marketing services including social media marketing services for 2015 -16 and 2016-17 and 2017-18 respectively should be at least Rs. 2 crore.	Attach Balance Sheets & documents certified by Chartered Accountant.

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6	<b>Worth of web</b>	Virtual value	<a href="http://www.worthofweb.com">www.worthofweb.com</a> of agency maintained and/or owned web portals/social media platform.	Should have virtual value of atleast Rs. 1 Crore as per <a href="http://www.worthofweb.com">www.worthofweb.com</a>
7	<b>Tax details</b>	Tax registration/clearance	The bidder should have registered for (i) Service Tax (ii) PAN	Copies of the same
8	<b>Experience</b>	Work Experience in Social Media In-house production facility	The agency must have an experience of at least 3 years in Social Media Network Management The agency must have an in-house production facility for production and editing of contents in all forms.	Copies of the work order of the Social Media activities must be attached. Self-certification on Letter Head.
9	<b>Technical Criteria</b>	In-house Tool/software development & management team	The agency must have an in-house Tools/Applications Software Development and Management Team which has the ability to develop Applications and Apps.	Self-certification On Letter Head that the bidder has Technical Capability to develop and customize Social Media Management tools and Apps.
10	<b>National Concerns</b>	Internet Hospitality	Agencies supporting/ Promoting any of the following content either in digital/physical format will be treated negative for business : 1. Anti-National content 2. Pornographic & Trafficking content 3. Political Association 4. Malicious content 5. Content hurting religious sentiments 6. Promoting piracy in any form	Self-certification On Letter Head
11	<b>Management</b>	Social Media Network	a)The agency must have expertise of running social media campaigns on Twitter,Facebook,YouTube etc. b)The agency should deploy three no. of key social media professionals on a daily basis in the MINISTRY OF AYUSH Office for management of Social Media platform in	Self-certified copy of Images having run Social media campaigns and Undertaking for Deployment of two no. Social media managers in the letter head also.

			English & Hindi of the MINISTRY OF AYUSH and coordination purposes.	
12	<b>Qualification of Manpower For deployment in Ministry of AYUSH</b>	(a) Project Manager  (b)Content Writer  (c)Graphic Designer	<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 &amp; spoken English &amp; Hindi, good working knowledge of MS Office/Excel, Social Media management tools/applications, ability to collaborate with stakeholders,&amp; 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 he content writer is not proficient in Hindi, the agency should commit to provide support of Hindi translator as an 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>Attached Relevant Documents in Support of Qualification &amp; experience.</p> <p>Or</p> <p>Under taking to comply with the same on firm's letter head.</p>
13	<b>Security</b>	Security Audit	Security Audit certificate to be submitted	Copy of security audit.



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**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 Pay and Accounts Officer, Ministry of Health and Family Welfare, New Delhi, payable at Delhi.
- (ii) Tender Form Fee: Bidders have to submit tender form fee for Rs. 500/- in the form of DD/Pay order favouring Pay and Account Officer, Ministry of Health and Family Welfare, Payable at Delhi".
- (iii) EMD & Tender Fee should be submitted before the last date for submitting Bid.
- (iv) Bid not accompanied with EMD & Tender fee shall summarily be rejected.
- (v) No interest shall be payable by the MINISTRY OF AYUSH for the sum deposited as Earnest Money Deposit.
- (vi) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (vii) 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 "P&AO, 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. 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. Proposal should be submitted in two bid basis.

**6. TECHNICAL AND FINANCIAL BID**

Bids should be prepared on standard A4 size paper. Foldouts containing charts, spread-sheets, and oversize exhibits, if any, are permissible. The pages should be placed section wise in a binder with tabs

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separating. Manuals and other reference documentation, if any, should be bounded separately. All responses, as well as any reference materials presented must be written in English.

**6.1 The Technical bid should have the following:-**

- (i) The bidder shall submit technical bid in prescribed format as given in Annexure 1. Submission of the different type of Technical bid will result in the proposal being deemed non responsive.
- (ii) Compliance and documentary proof of eligibility condition spelt out in clause 3 of section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
- (iii) Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section.
- (iv) A point to point compliance and self-declaration for acceptance of terms and conditions of tender document.
- (v) Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.
- (vi) Undertaking (self-declaration on letter head) 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.
- (vii) All pages of the document submitted should be e-signed.

**6.2 The Financial bid must contain the following:**

- (i) Forwarding letter including Financial Bid as per Annexure 2, on the bidder printed letter head. Scope of services as per Section II each page duly e-signed.
- (ii) Overwriting / correction in the financial bid is not permitted and any such overwriting in bid shall lead to its rejection.
- (iii) No price / rate variation / adjustment or any other escalation will be entertained.
- (iv) The price quoted for Item at S.No. 1 of the Financial Bid format at Annexure-II 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**

The original and all documents of the Bid shall be e-signed by the Bidder.

## 8. METHOD OF EVALUATION AND AWARDS OF CONTRACT

Bidders are requested to submit the all requisite documents as per Tender Document along with their bids; failing to which the bids are liable for rejection.

### 8.1 Evaluation of bids

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the MINISTRY OF AYUSH on any matter related to its Technical and/ or Financial bid. Any effort by the agencies to influence the MINISTRY OF AYUSH in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

### 8.2 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the qualification criteria. The qualification of the agency and the evaluation criteria for the technical bid shall be as defined in **Annexure 3** Only Agencies obtaining a total score of 55 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

### 8.3 Criteria for Evaluation of Financial bid:

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:

$$F(x) = 100 \times (Fm / Fb)$$

Where, F(X) = Financials score of bidder "x".

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

**Fm** = Lowest evaluated amount among the financial quotes by the bidders.

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.

### 8.4 Method of Selection:

In deciding the final selection of the Agency, the technical 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 MINISTRY OF AYUSH will use the following formula:

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**8.5 Total points:**

$$(0.7 \times T(s)) + (0.3 \times 100 \times Fm/Fb)$$

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.

Example: If in response to this tender, three bids, A, B & C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B & C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

$$F(A)100/120 \times 100 = 83 \text{ points}$$

$$F(B)100/100 \times 100 = 100 \text{ points}$$

$$F(C)100/110 \times 100 = 91 \text{ points}$$

For combined evaluated points, the process would be as follows:

$$\text{Bid A: } 75 \times 0.7 + 83 \times 0.3 = 77.4$$

$$\text{Bid B: } 80 \times 0.7 + 100 \times 0.3 = 86$$

$$\text{Bid C: } 90 \times 0.7 + 91 \times 0.3 = 90.3$$

Bid C, in this case would be considered as H1 (Highest total points).

The Evaluation Committee will subject to its discretion correct any computation errors in the bids and also where, in case of discrepancy.

**8.6 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 H-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.

**8.7 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.



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**17. 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.

**17.1 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.

**17.2 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 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 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 emerge in the future. The Agency shall create and 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 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 the event through Live Tweeting, Facebook Live & Live Webcasting of the Event at various social media platforms of MoA. A maximum of 15 such events would be required to be covered live in a year.
- (xvii) Set up a complete social networking management system for the Ministry of AYUSH and manage the various social media platforms of Ministry of AYUSH in English and Hindi and deploying 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.
- (viii) 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.
- (ix) Ensure that significant posts made by the public on the MINISTRY OF AYUSH's 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.
- (x) Round the clock running of MINISTRY OF AYUSH's entities on the agreed upon social media sites, updating, analysing social media trends, moderation and intervention as and when required.

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- (xi) 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.
- (xii) 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.
- (xiii) Should have credible contingency plan to effectively handle crisis and emergencies.
- (xiv) Any other works entrusted by MINISTRY OF AYUSH for sensitizing student, AYUSH professionals and the public through social media Platform.
- (xv) To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook etc.) is smooth and uninterrupted.

**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.

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**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:**

Agency would also be responsible for advertising 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) Graphic Designer should have requisite qualifications & experience as mentioned in Eligibility Conditions at clause 1.2 of Section – I. Graphic designer will be responsible for creation of Graphic design, online design, and visualisation of Social Media platform of MINISTRY OF AYUSH.
- (ii) Three persons (Project Manager, Content Writer, Graphics Designer) shall be stationed in the Ministry of AYUSH for day to day coordination during working hours and also during the emergent exigencies. Even before and after the working hour 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.

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**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 matter, 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.

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- (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.

**O. Maintenance of Yoga Portal of Ministry of AYUSH and setting up similar portals**

Ministry has a yoga portal i.e. [yoga.ayush.gov.in](http://yoga.ayush.gov.in) specific for Yoga Activities, agency need to maintain, update and create/develop new features as and when requires. This portal is developed in open source technology.

**P. Maintenance and upgradation of the website of the Ministry of AYUSH**

The agency shall be responsible for maintenance and upgradation of the content website of the Ministry.

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**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.
4.	Year of establishment		
5.	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited)		
6.	Number of employees in the agency as on 31st July, 2018 ( <b>Details of qualifications, length of service, qualifications, length of service, experience etc of the key creative members</b> )		
7.	Registration Details: PAN No. ( <b>Copy to be enclosed</b> )		
8.	The agency must have expertise of running social media campaigns on both Twitter and Facebook etc. ( <b>copies of contract/orders in support of Minimum 3 years and more should be attached</b> )		
9.	The agency must have in-house production facilities for production and editing of contents in all forms. ( <b>Details &amp; self-certification on letter head</b> ).		
10.	The agency must have an in-house Software Development & Management Team which has the ability to develop Applications and Apps and Social media Management tools such as Hootsuite, Buffer, Sprout Social etc. ( <b>enclose Self-certified copy of Individual feature with</b>		



	supporting documents, screen shots and live URL of Social Media Management tools and applications & details documents as per Annexure - 3)	
11.	Details of EMD (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank	
12.	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.	
13.	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 (If no, attach an undertaking to this effect on letter head)	
14.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.	
		<b>Tel:</b>
		<b>Mobile:</b>
		<b>Fax:</b>
		<b>Email:</b>

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

Authorized Signature [In full and initials]

Name& address and Title of Signatory

Date:

(Seal)

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**ANNEXURE 2**

**FINANCIAL BID FORMAT**

**To**  
**The Deputy Secretary,**  
**IT Cell, 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:-

<b>S No.</b>	<b>Description of Items</b>	<b>Cost per month (exclusive of taxes &amp; other charges) (inRs.) (A)</b>	<b>Taxes &amp; Other charges (inRs.) (B)</b>	<b>Total Cost per month inclusive Of all taxes &amp; other charges) (inRs.) (C)</b>	<b>Total Cost for one Years (inclusive of all taxes &amp; othercharges) (inRs.) (D)</b>
<b>I.</b>	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 <b>Project Manager, Content Writer and Graphic Designer</b> 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:**

**Technical Evaluation Criteria**

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

Sr.No.	Criteria	Points
<b>1</b>	<b>Social Media Management :</b>	<b>20</b>
	Support different roles for creating posts, approving posts, and reviewing posts.	5
	Increase the visibility of Twitter and Facebook posts by sharing them with internal & external stake holding audiences and automated mailing of Social Media news regularly.	5
	Support monitoring of messages on twitter and Facebook.	5
	Social media management through tools such Hootsuite ,Buffer, Sprout Social etc. which are in a position to provide Social Analytics, Keep MoA social presence active 24/7 by automatically scheduling hundreds of social media posts, across various social media platforms of MoA, Manage social content with ease etc.	2.5
	To find leaders that can be used to increase the visibility MINISTRY OF AYUSH's social media campaigns.	2.5
<b>2</b>	The cumulative turnover of the agency in the area of Digital Marketing services including social media marketing for years 2015-2016, 2016-17 and 2017-18 should be at least Rs. 2 crore.	<b>10</b>
	➤ Rs. 2 crore to 3 crores	6
	➤ Rs.3 crore to 5 crores	8
	➤ More than Rs.5 crores	10
<b>3</b>	<b>Operational period as a 'Social Media (Facebook, Twitter etc.) networking Agency'</b>	<b>10</b>
	➤ 3 years to 5 years	5
	➤ >5 years	10
<b>4</b>	<b>Power – Point Presentation on the methodology for this assignment with live demonstration</b>	<b>25</b>
	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	
<b>5</b>	<b>Internet Ranking/Technical Specification</b>	<b>10</b>

	Social Media Management on agency owned/managed Facebook		2.5
	With < 1,00,00 likes	0	
	With >= 1,00,000 &= 5,00,000 likes	1	
	With >= 5,00,000 &< 10,00,000 likes	2	
	With >= 10,00,000 likes	2.5	
	Social Media Management followers on agency owned /managed Twitter		2.5
	with < 10,000 followers	0	
	with >= 10,000 &< 20,000 followers	1	
	with >= 20,000 &< 1,00,000 followers	2	
	with >= 1,00,000 followers	2.5	
	YouTube channel management of agency having more than 5,000 subscribers and having 25,000 video views.		2.5
	having < 25,000 video views.	0	
	having >= 25,000 & < 50,000 video views	1	
	having >= 50,000 & < 1,00,000 video views	2	
	having >1,00,000 video views	2.5	
	Social Media Management Agency with more then 1,00,000 followers		2.5
<b>6</b>	<b>Manpower</b>		<b>5</b>
	At least 10 Team members who are permanent employees of the agency, having been on the payroll for a minimum of 3 years.		
<b>7</b>	<b>No. of Clients serviced</b>		<b>5</b>
	< 100	0	
	>=100 & < 250	2	
	>=250 & <500	4	
	>=500 & <=1000	5	
<b>8</b>	<b>Social Media Training Experience</b>		
	< 100	0	<b>5</b>
	>=100 & < 250	2	
	>=250 & <500	4	
	>=500 & <=1000	5	
<b>9</b>	<b>No. of Social Media campaigns conducted</b>		<b>5</b>
	< 100	0	
	>=100 & < 250	2	
	>=250 & <500	4	
	>=500 & <=1000	5	
<b>10</b>	<b>No. of Live Webcasting of the event conducted</b>		<b>5</b>
	>=1 & <=5	2	
	>5 & <=10	4	
	>10	5	
	<b>Overall</b>		<b>100</b>