



Dedicated Freight Corridor of India Limited (DFCCIL)
(A government of India, Ministry of Railways Enterprises)

Corporate Communication, DFCCIL

NAME OF WORK

**Selection of Agency for Social Media Management and
Media Analysis Services for DFCCIL (Two Years)**

Tender Number : HQ-CORP0COMM(OPBD)/5/2024

2024

**Dedicated Freight Corridor of India Limited
5th floor Supreme Court Metro Station Building Complex
New Delhi 110001.**

Cost of document : ₹ 5000 + 18% GST i.e. ₹ 5900/- (Non -refundable)



Address:

**Corporate Communication Cell,
DFCCIL Corporate Office,
Supreme Court Metro Station Building Complex,
New Delhi 110001.**

NOTICE INVITING APPLICATION FOR SELECTION OF AGENCY

Sealed bids are invited from reputed agencies for Selection of Agency for Social Media Management and Media Analysis Services for DFCCIL (For Two Years) as per following schedule :

S.No	Details	
1	File/Tender Number	: HQ-CORP0COMM(OPBD)/5/2024
2	Name of Work	: Selection of Agency for Social Media Management and Media Analysis Services for DFCCIL (For Two Years)
3	Duration of Empanelment	: Two Years (<i>Read clause 4.6 & clause 5.15 carefully</i>)
4	Cost of Application Form	: ₹ 5000+18%GST i.e.₹5900/-(Non-refundable)
5	Earnest Money Deposit (EMD)	: ₹ 4,02,144/- (Four Lakh Two Thousand One Hundred Forty Four Only)
6	Uploading of NIT and Application Document and DFCCIL website and Publishing of Advertisement	: 22.09.2024 (Sunday)
7	Last Date and Time of Submission of Documents in Physical Form	: 14.10.2024 (Monday) upto 15:00

Note :

In pursuance of the Public procurement policy on MSE:

- a. Tender documents will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 4.14 (a) of tender document
- b. MSEs registered with the agencies mentioned in Clause 4.14 (a) of tender document for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- c. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of the same may be enclosed.
- d. MSEs, who are interested in availing themselves of these benefits, will enclose with their offer valid Udyam registration. Failing which, offers may not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012. Udyam Certificate/MSE proof must be provided along with **Annexure-C**

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Selection of Agency for Social Media Management and Media Analysis Services for DFCCIL (For Two Years)

TOP SHEET

1. Important details

a	Full Name of Service / Work	: SELECTION OF AGENCY FOR SOCIAL MEDIA MANAGEMENT AND MEDIA ANALYSIS SERVICES FOR DFCCIL (FOR TWO YEARS)
b	Approximate Total Cost of Service/Work (with GST)	: Rs 2,01,07,200/- with 18% GST (Rs. Two Crore One Lakh Seven Thousand Two Hundred Only) for two years.
c	Earnest Money Amount (EMD)	: ₹ 4,02,144/- (Four Lakh Two Thousand One Hundred Forty Four Only) by a Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without Earnest Money Deposit shall be summarily rejected. OR As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. (Read clause 4.14 carefully) However, Bid Security Declaration Form should be signed and deposited with the Tender Documents <u>Annexure-G</u> . Tenders received without 'Bid Security Declaration Form' shall be summarily rejected.

d	Cost of Application Form (Non-refundable)	<p>: ₹5000/- plus 18% GST = ₹ 5900/- (Five Thousand Nine Hundred only). This fee can be paid through a demand draft of ₹5900/- drawn from scheduled banks in favour of "DFCCIL" or through online transfer.</p> <table border="1" data-bbox="670 392 1461 660"> <tr> <td>Name of Account</td> <td>: Dedicated Freight Corridor Corporation of India Ltd.</td> </tr> <tr> <td>Name of Bank</td> <td>: Punjab National Bank</td> </tr> <tr> <td>Account No</td> <td>: 05021091000019</td> </tr> <tr> <td>Type of Account</td> <td>: Current</td> </tr> <tr> <td>IFSC Code</td> <td>: PUNB0050210</td> </tr> </table> <p>OR As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Cost of Application Form. (Read clause 4.14 carefully)</p>	Name of Account	: Dedicated Freight Corridor Corporation of India Ltd.	Name of Bank	: Punjab National Bank	Account No	: 05021091000019	Type of Account	: Current	IFSC Code	: PUNB0050210
Name of Account	: Dedicated Freight Corridor Corporation of India Ltd.											
Name of Bank	: Punjab National Bank											
Account No	: 05021091000019											
Type of Account	: Current											
IFSC Code	: PUNB0050210											
e	Last Date of downloading Application Form	: Upto 15:00 hours on 14.10.2024 (Monday) from DFCCIL's official Website https://dfccil.com/										
f	Last Date/Time of submission of Application	: Upto 15:00 hours on on 14.10.2024 (Monday)										
g	Date & Time of Opening of Applications	15:30 hours onwards on 14.10.2024 (Monday)										
h	Venue for Application Submission and Opening	: DFCCIL Corporate office, Supreme Court Metro Station Building Complex, New Delhi - 110001.										
Particulars of the Website from where the Application Form Procedure of Selection and Terms & Conditions etc. may be downloaded from https://dfccil.com/												

Note:

- No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document. Late/Delayed Tender shall not be considered for evaluation.
- The Offer shall be valid for 90 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the DFCCIL website <https://dfccil.com/>

2. Mandatory documents and Checklist
to be submitted

The Group General Manager (BA & BD)
DFCCIL Corporate Office,
Supreme Court Metro Station Building Complex,
New Delhi - 110001.

Sub : Application for Selection of Agency for Social Media Management and Media Analysis for DFCCIL.

S.No	Particulars	Details		
1	Name of the Firm/Agency			
2	Contact No (Landline & Mobile both)			
3	E-Mail Address of the Agency			
S.No	Documents to be Attached	Details	Yes/No	Page No.
4a	Certified Copy of PAN Card	[PAN Number]		
4b	Certified Copy of GST	[GST Number]		
4c	MSME/Udyam certificate No. (if any)	1. Certificate No 2. Category : (Micro/Small/Medium) 3. Date of issue 4. Valid upto		
4d	Aadhaar Card	1. Aadhaar No 2. Name		
5a	Application Form Cost (Read clause 4.14 carefully)	1. In favor of : 2. Mode of payment: DD/Bank Transfer/Other 3. DD/Transaction Number 4. Date of DD/Transaction 5. Name of Bank: 6. Bank Branch: 7. IFSC		
5b	Earnest Money Deposit (EMD) of requisite amount (Read clause 4.14 carefully)	1. In favor of : 2. Mode of payment: DD/Bank Transfer/Other 3. DD/Transaction Number 4. Date of DD/Transaction 5. Name of Bank: 6. Bank Branch: 7. IFSC		

6	Covering letter of Tender	(as per Section - 2)		
7a	Name of Proprietor/Partners			
7b	Registered Office Address			
7c	Address on which correspondence regarding this Application Form should be done			
7d	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-C			
7e	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favor of the person signing the tender.			
7f	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.			
8	Details of turnover in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2023-24, 2022-23 & 2021-22 Certified by a Chartered Accountant as per Annexure - D (i)	FY wise Turnover (In Rs Crore) 2023-24: 2022-23: 2021-22:		
9	Income Tax Return for last (3) Three Financial Years 2023-24, 2022-23 & 2021-22 Certified by a Chartered Accountant. Annexure - D (ii).			
10	List of Resource Persons to be deployed along with individuals experience (Annexure- J) and Affidavit thereof).			
11a	List of important clients including Railways /Other Government Ministry departments /PSUs/ Multilateral institutions etc since 2 years (2023-24 & 2022-23) for which eligible projects were carried out by the agency. Self attested copies of various work orders along with a top-sheet comprising summary (Name of the organization(s), period and value of campaigns furnished Number, Amount & Totals to be submitted). [Annexure - N (i)]			
11b	Details and Number of eligible projects completed/ongoing with duration and value (in Rs.) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21) Self attested copies of various work orders along with a top-sheet comprising summary (Name of the organization(s), period and value of campaigns furnished Number, Amount & Totals to be submitted). Annexure - N (ii).			

11c	Details of eligible projects completed/ongoing for Government of India (Central/State/PSU) with duration and value (in Rs.) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21) Self attested copies of various work orders along with a top-sheet comprising summary (Number, Amount & Totals) to be submitted. <u>Annexure - N (iii)</u>		
12	Financial Bid <u>Annexure - K</u>		
13	Complete Tender Document including Corrigendum/ Addendums Signed by the Bidder. (https://dfccil.com/)		
14	Details of other additional infrastructure and manpower available at the local office.		
15	The Grand Totals of all the Annexures having monetary Values have been done? (If not done, such documents will not be entertained.)		
16	Willing to service on holidays/ beyond office hours (whenever necessary)		
17	Any other information which the applicant feels necessary to bring to the notice of DFCCIL Administration.		
I/we have perused the attached Terms & Conditions for empanelment of Social Media Management and Media Analysis Services agency with DFCCIL and hereby agree to all the Terms and conditions.			

Note:

- All the documents submitted should have been properly numbered and indexed.
- No extension in the tender due date shall be considered on account of delay in receipt of tender document. Late/Delayed Tender shall not be considered for evaluation.
- The offer shall be valid for 90 (Ninety) days from the date of opening of the tender, and extend further if required from time to time. The bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (EMD).
- Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the DFCCIL website <https://dfccil.com/> Tenderers are advised to complete all submission related work well before time and date for submission of tender. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
- Cost of application (item 5a) & EMD (item 5b) in above table are exempted if Agency belongs to Micro or Small enterprises category - As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security and

cost of application form (subject to providing self attested valid Udyam Certificate).**(Read clause 4.14 carefully)**

- All the copies of financial documents must be certified by the agency's Chartered Accountant, with proper seal and date. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by DFCCIL's Corporate Communication office. If information in any of the documents submitted is found incorrect then application would be summarily rejected.
- Authorized person on behalf of the agency must affix, seal and sign on each and every page of the application, terms and conditions and all documents submitted (this is in addition to required verification / attestation). If information in any of the documents submitted is found incorrect then application would be treated as non responsive and would be summarily rejected.
- The grand total of amounts should invariably be done. Wherever necessary the values mentioned in figures (Rs.....) should also be mentioned in words. Values without indicating grand totals will not be taken into account.
- Please ensure that all Annexures, Forms, and Undertakings are included with your submission, even if they are not applicable. For any documents that do not apply, please mark them as "Not Applicable" and self-attest them. **Tenders that do not include these documents will be summarily rejected.**

Signature:

Name of Signing authority (In Block letters)-----

Date:

Stamp of the Agency and Place: -----

SECTION - 2

Format for Covering Letter of Tender (on letterhead of Firm/Company/Agency)

Subject : Selection of agency for Social media management and media analysis services for DFCCIL.

Ref : Tender No. HQ-CORP0COMM(OPBD)/5/2024.

To,

Group General Manager (BA & BD),
DFCCIL, 5th Floor, Supreme Court Metro Station
Building Complex, New Delhi - 110001.

1. I/We have read the various conditions to bid attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to provide the services for '**Social Media Management and Media Analysis Services**' at the rates quoted in the attached schedule and hereby bind myself/ourselves **to begin to complete the work/provide the services in all respects within 15 days from the date of issue of Letter of Acceptance (LoA) of the bid.**
2. I/We also hereby agree to abide by the Terms and Conditions of the contract and to carry out the work according to the **Scope of Work** and **Terms and Conditions** of contract as mentioned in the tender document for the execution of present contract.
3. A sum of **₹ 4,02,144/- (Four Lakh Two Thousand One Hundred Forty Four Only)** is hereby forwarded as Earnest Money with DFCCIL either through online bank transfer or Bank Draft drawn on Nationalized Bank and original money receipt should be attached with application. It shall be ensured that the Bank draft is made from the agency's Account. The full value of the Earnest Money shall stand forfeited without prejudice to any other rights of remedies if:-
 - a. I/We do not execute the contract documents (Agreement) within 30 (thirty) days from the date of issue of Letter of Acceptance (LoA); or
 - b. I/we do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 10% of contract value) as per the [Annexure A](#) of the tender document within 15 (fifteen) days of issue of the Letter of Acceptance (LoA).
 - c. I/we do not commence the work within 15 (Fifteen) days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance ; or
 - d. I/we withdraw the offer during the period of validity / extended validity ; or
 - e. when any of the information furnished by the tenderer is not found true.
4. We are a Micro and Small Enterprise/Start up Firm registered by DIPP, registered from (body approved by Ministry of MSME) with registration No..... and terminal validity up to for similar service contracts. **(Annexure - C item 10).**

5. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/ service.

Signature(s) of the Witnesses

Signature of the bidder/s

Witness-1

Witness-2

Name & Address of the Agency

SECTION - 3

Instructions To bidders and condition of bid:

Tender No.	:	HQ-CORP0COMM(OPBD)/5/2024
Name of the Work	:	Selection of agency for Social media management and media analysis services for DFCCIL.
Duration of contract	:	Two years (Read clause 4.6 & clause 5.15 carefully)
Estimated cost of work	:	Rs 2,01,07,200/- with 18% GST (Rs. Two Crore One Lakh Seven Thousand Two Hundred Only) for two years.
Earnest money deposit (EMD)	:	₹ 4,02,144/- (Four Lakh Two Thousand One Hundred Forty Four Only) by a Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without Earnest Money Deposit shall be summarily rejected. OR As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid security. (Read clause 4.14 carefully) However, Bid Security Declaration Form should be signed and deposited with the Tender Documents Tenders received without 'Bid Security Declaration Form' shall be summarily rejected.
Performance Security	:	10% of Total Contract Value in the form of Bank Guarantee to be submitted within 30 days from the Date of Issue of Letter of Acceptance (LOA). (as per General Conditions of Contract i.e. item 4.5 of <u>Section - 4</u> of this tender document.

3.1. Specimen/Sample for the Work :

The Social Media Specimen/Samples for the work can be seen in the office of DGM/CC, DFCCIL, Supreme Court Metro Station Building Complex, New Delhi - 110001 at any time during the office hours. The Social Media Specimen/Samples are only for the guidance of Bidder(s). Detailed Social Media Specimen/Samples (if required) based generally on the Social Media Specimen/Samples mentioned above, will be given by the DGM/CC or representative from time to time.

3.2. Application Form containing erasures and / or alterations of Application Form are liable to be rejected. Any correction made by bidder(s) in its/their entries must be attested.

- 3.3. The works are required to be **commenced within a period of 15 (Fifteen) days** from the date of issue of Letter of Acceptance.
- 3.4. **Earnest Money:**
- 3.4.1. The Application Form for bid must be accompanied by a sum of **₹ 4,02,144/- (Four Lakh Two Thousand One Hundred Forty Four Only)** as earnest money deposited in the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of **MSMEs notification No. 503 are exempted from Earnest Money Deposit. (Read clause 4.14 carefully).**
- 3.4.2. The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold / issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on its / their part that after submitting its / their bid subject to the period being extended further, if required by mutual agreement from time to time, it will not resile from its offer or modify the terms and conditions thereof in a manner not acceptable to the **Competent Authority i.e. GGM (BA&BD)**. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- 3.4.3. If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Agency(s) fail to **execute the Contract Document within 07 (seven) days** after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.
- 3.4.4. Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 3.5. **Rights of the DFCCIL to deal with Tender:** The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of its/their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.
- 3.6. If the bidder(s) deliberately gives / give wrong information in his/ her / their tender or creates circumstances for the acceptance of her / their tender, the DFCCIL reserves

the right to reject such tender at any stage.

- 3.7. If the bidder(s) expire(s) after the submission of its / their tender or after the acceptance of her / their tender, the DFCCIL shall deem such tender canceled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as canceled, unless the firm retains its character.
- 3.8. **Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.
- 3.9. **For Manual Bidding:** Application Bid must be enclosed in a sealed cover, superscripted "**Tender No. HQ-CORP0COMM(OPBD)/5/2024**" and must be sent by registered post / hand to the address of DGM/CC, DFCCIL, Supreme Court Metro Station Building Complex, New Delhi - 110001, so as to reach her/their office not later than **15:00 Hours on the 14/10/2024 or deposited** in the special box allotted for the purpose at the Reception in the Corporate office of DFCCIL , 3rd Floor Reception, Supreme Court Metro Station Building Complex, New Delhi - 110001. This Special box will be sealed at **15:00 hours on 22/09/2024** . The Bid will be **opened at 15:30** hours on the **14/10/2024**. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
- 3.10. **Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the GGM (BA&BD) acting through the DFCCIL according to Terms and Conditions of the **contract within 7 (Seven) days** and to carry out the work according to the Scope of work and terms and conditions of contract as mentioned in the tender document for the execution of present contract.
- 3.11. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, it should submit the certified copy of partnership-deed along with the tender and authorization to sign the tender documents on behalf of the partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by an individual signing the tender documents. The DFCCIL will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Agency.
- 3.12. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books,

compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

- 3.12.1.** The bidder shall clearly specify whether the bid is submitted on his/her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.
- 3.12.2.** The bidder shall clearly specify whether the bidders submitted on his own proprietorship firm or on behalf of a partnership company, JV, Society, LLP, Startup etc, give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
- a. **Sole Proprietorship Firm:** The bidder shall submit the attested copy of the firm registration, PAN, IT proof etc/ notarized copy of the affidavit.
 - b. **Partnership Firm:** The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
 - c. Company registered under Companies Act-1956 and 2013: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company, a copy of certificate of incorporation duly attested by the competent official of the company.
 - d. If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firms/ Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

- 3.12.3.** After opening of the Bid, any document pertaining to the Constitution of the Firm etc. shall neither be asked nor be entertained/ considered.
- 3.12.4.** A Bid from/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions.
- 3.13.** The corporate office is likely to be shifted to the corporate office at Noida Sector -145. Undertaking [Annexure - O\(iv\)](#) with respect to Agency must be ready to ensure uninterrupted service continuity as the DFCCIL office undergoes relocation to Noida.

	(Signature)
Signature of Bidder(s)	(Designation)
Date.....	DFCCIL

SECTION - 4

General Conditions of Contract

4.1. General:

DFCCIL intends to select an agency through the process of open bidding. The agency shall work within the existing framework of rules and regulation of DFCCIL for professional analysis & feedback of content across various media which will also include perception analysis of the news, ongoing issues (if any), generating insights, gauging frequency of news items.

The agency will lend professional expertise to the already functional Corporate Communication Department of the DFCCIL for:

- Communication of various initiatives of DFCCIL
- Proactive perception analysis using analytical tools to improve operations and services for consumers.

4.2. Eligibility of bidders and bid evaluation : Eligibility of bidders and bid evaluation shall be done as stipulated in **Section - 7** of this tender document

4.3. Selection will be QCBS (70:30) based where the bidder will also be evaluated based on a technical evaluation and Financial Bid.

4.4. Reference **Section - 7** (clause 7.6) under Evaluation of Technical Bid of General Conditions of Contract for services, the bidder shall submit an affidavit as given in **Annexure - L** on a stamp paper (*To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-) to the effect that all documents submitted by the agency along with its bid are true. This shall be mandatory in all bids. **The bid shall summarily be reject if the bidder fails to submit this undertaking along with the bid.**

4.5. **Performance Guarantee:** The successful bidder shall have to submit a Performance Guarantee (PG) in favour of DFCCIL Supreme Court Metro Station Building Complex, New Delhi - 110001, **as per General Conditions of Contract for Services issued in this document by DFCCIL,**

4.5.1.1. Performance Guarantee (PG) at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA).

4.5.1.1.1. Extension of time for submission of Performance Guarantee (PG) beyond 30 (thirty) days and up to the date of submission of Performance Guarantee (PG) from the date of issue of LoA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the

delay beyond 30 (thirty days, i.e. from 31st day after the date of issue of LoA.

- 4.5.1.1.2. In case the Agency fails to submit the requisite Performance Guarantee (PG) after 60 days from the date of issue of LOA, a notice shall be served to the Agency to deposit the Performance Guarantee (PG) immediately however not exceeding 90 days from the date of issue of LoA). In case the Agency fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed Agency shall be debarred from participating in re-tender for that work. In case the 60th day is a bank holiday or office closure, the next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.
- 4.5.1.2. The value of PG to be submitted by the Agency will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the Agency. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to the Agency. The PG amount in excess of required PG for decreased contract value, available with DFCCIL shall be returned to the Agency duly safeguarding the interest of DFCCIL.
- 4.5.1.3. The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract
- 4.5.1.4. If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.
- 4.5.1.5. The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value –
- A deposit of cash;
 - Irrevocable Bank Guarantee;
 - Government Securities including State Loan Bonds at 5% below the market value;
 - Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds.

These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;

- e. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- f. A Deposit in the Post Office Saving Bank;
- g. A Deposit in the National Savings Certificates;
- h. Twelve years National Defense Certificates;
- i. Ten years Defense Deposits;
- j. National Defense Bonds and
- k. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of **DFCCIL**, New Delhi - 110001 (free from any encumbrance) may be accepted.

Note :- The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- 4.5.1.6. The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the Agency shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.
- 4.5.1.7. The Performance Guarantees (PGs) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the Agency has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the Agency.
- 4.5.1.8. Whenever the contract is rescinded, the Performance Guarantees shall be encashed/forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed Agency. The failed Agency shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed Agency is Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

4.6. Period of Contract: Two years and further extendable by one year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.

4.7. Contract Agreement and Commencement of Work: Within 15 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per **Annexure - B** and **Annexure- L** of the Tender Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

4.8. Statutory Compliances:
The Agency shall;

- a. Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- b. Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Agency for the purpose.
- c. If as a result of any claim arising out of any reasons stated in 4(b) of clause 4.8 above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Agency or send a notice to the Agency for refund of the same to the DFCCIL and the Agency shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- d. The Bidder shall ensure compliance with all relevant Central/State laws and rules as applicable such as Labour Laws and Insurance laws etc. with regard to the contract and shall be solely responsible for the same and shall keep the DFCCIL fully indemnified against the liability of any Taxes, interest, penalty etc. if any arising out of any connection with the contract.
- e. The Agency shall take at its own cost, as mandated by statutory laws, necessary insurance cover in respect of staff and other personnel to be employed or engaged by it in connection with the aforementioned works to be carried out and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the DFCCIL against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the DFCCIL may be partly or fully involved as a result of the consultant's failure to comply and of the obligation under the relevant act law which the Agency is to follow.

4.9. Authorization and Attestation: Tenders shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

4.10. Validity of Offer: The offer shall be kept open for acceptance for a minimum period of

90 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the Tenderers.

4.11. Rejection of Tender and Other Conditions:

- a. The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.
- b. Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- c. If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/SecurityDeposit/Performance Security/any other money due.
- d. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Agency who resorts to canvassing are liable to be rejected.
- e. Should a Tenderer or Agency or in the case of a Firm or Company of Agencies/one or more of its Partners/Shareholders/Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

4.12. The tenderer shall, before submitting, satisfy itself that it fulfills all the conditions to have submitted the tender as per the instructions and the proformas given in the Tender Document.

4.13. Estimated Cost of Work as indicated in the tender document is excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass **Input Tax Credit** to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per **Annexure- F**.

4.14. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by the Ministry of MSME is followed.

- a. Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:
 - i. District Industries Centers.
 - ii. Khadi and Village Industries Commission.
 - iii. Khadi and Village Industries Board.

- iv. Coir Board.
 - v. National Small Industries Corporation.
 - vi. Directorate of Handicraft and Handloom.
 - vii. Any other body specified by the Ministry of MSME.
- b. The MSEs must also indicate the terminal validity date of their registration.
- c. As advised by the Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide Letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) Number issued by Ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012, issued by Ministry of MSME. The MSE Bidders shall enclose Documentary Proof for the same.

Failing Clauses 4.14 (a), 4.14 (b) and 4.14 (c) above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME.

4.15. In pursuance of the Public procurement policy on MSE:

- e. Tender documents will be provided free of cost to MSEs registered with any of the agencies mentioned in **Clause 4.14 (a)** above for the item tendered.
- f. MSEs registered with the agencies mentioned in **Clause 4.14 (a)** above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- g. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of the same may be enclosed.
- h. MSEs, who are interested in availing themselves of these benefits, will enclose with their offer valid Udyam registration. Failing which, offers may not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012. Udyam Certificate/MSE proof must be provided alongwith

Annexure- C

4.16. Payment Terms:

- a. Payment shall be made on a monthly basis for which the Agency shall submit a monthly bill/invoice before 15th of every month for the previous month.
- b. GST at applicable rates as notified by the Ministry of Finance from time to time shall be charged by an agency from DFCCIL. GSTIN of the DFCCIL shall be indicated by the advertising agency and GST shall be shown separately in the Tax Invoice." (GST shall be paid as per applicability based on the documentary proof).
- c. Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the Agency.

- d. Payment to the Agency shall be made through Electronic Clearing System (ECS). The Agency shall submit complete bank details/NEFT Mandate Form issued by their bank.
- e. Tax Deducted at Source (TDS) will be deducted from the payment due to the Agency as per Central Government/ State Government Rules/ Norms as applicable.
- f. No advance payment shall be made.
- g. The Agency shall provide all the necessary details as required by DFCCIL for passing of Bill/ Invoice.

4.17. Indemnity: The Agency shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the Agency.

In performing the terms and conditions of the contract, the Agency shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Agency . The Agency shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal-to-principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Agency and their hired personnel shall never under any circumstance whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

4.18. Force Majeure:

- a. For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes the agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- b. The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

4.19. Resolution of Disputes and Arbitration:

- a. In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and

interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any disputes between the parties, the Agency shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

- b. The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be chosen/nominated 'Out of the approved panel of arbitrators in DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Director.
- c. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the act whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter."
- d. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.
- e. Place of Arbitration Shall be New Delhi.
- f. Notwithstanding any disputes between the parties, the Agency shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

4.20. Termination of Contract:

In case the services of the Agency are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by DFCCIL by giving one month's notice. In case if corrective action is not taken by the Agency, DFCCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if the Contract is to be terminated on the grounds of serious misconduct or due to any act which requires immediate vacation of DFCCIL premises by the Agency. In case of termination of contract, the Security Deposit shall be forfeited by the DFCCIL. Unsatisfactory Service in this case would be frequent absence or poor attendance of the Agency's Personnel, delay or inability to complete the work in time, poor performance of the Agency, poor quality of the work, inadequate resources deployed i.e. inadequate number of skilled and trained personnel deployed/inadequate number of machines deployed/inadequate capacity of machines, poor performance of machines, poor reliability of machines, poor quality of material/consumable used, non-availability of adequate quantity of materials/consumables, poor discipline among deployed personnel, discourteous behavior of deployed personnel etc. (which includes Usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities

etc.) or any non-compliance of the Terms and Conditions mentioned in the Tender Document.

- 4.21. Jurisdiction of Courts:** The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.
- 4.22. Rights of DFCCIL:** DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically affecting the core of the contract.
- 4.23. Confidentiality :** The parties shall keep confidential all confidential information and not, without the prior written consent of the other party, disclose the Confidential Information to any party save to the extent required by law.
- 4.24. Illegal Gratification**
- a. Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Agency or its partner, agent or servant or, anyone on its behalf, to any officer or employee of the DFCCIL, or to any person on its behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which may incur, subjected Agency to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Agency under this contract or any other contracts with the DFCCIL.
 - b. The Agency shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the DFCCIL and if it shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offense or compensation payable to the DFCCIL under this Clause shall be settled by the Managing Director, in such a manner as it shall consider fit & sufficient and its decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Agency will not be paid any compensation whatsoever except payments for the work services rendered upto the date of rescission.
- 4.25. Agency's Understanding** It is understood and agreed that the Agency has, by careful examination, satisfied itself as to the nature, scope and location of the services, the type/character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.
- 4.26. Damage to DFCCIL Property or Private Life and Property:** The Agency shall be responsible for all risk involved in the services rendered and for trespass and shall make good at its own expense all loss or damage whether to the works/services themselves or to any other property of the DFCCIL or the lives, persons or property of

others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Agency, and in case the DFCCIL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Agency; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the DFCCIL may incur in reference thereto, shall be charged to the Agency. The DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Agency, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Agency, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Agency.

- 4.27. Provision of Access to Premises** During progress of services in any street or thoroughfare, the Agency shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the services and shall react and maintain at her own cost barriers, lights and other safeguards as prescribed by the Manager, for the regulation of the traffic, and provide watchers necessary to prevent accidents.
- 4.28. Environmental Requirements** : The Agency shall, when working on the Premises, perform its obligations under the Contract in accordance with the DFCCIL environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gasses, volatile organic compounds and other substances damaging to health and the environment.
- 4.29. Data Protection** : Where the Agency is processing Personal Data, as a Data Processor for the DFCCIL, the Agency shall:
- a. Process the DFCCIL Data only in accordance with instructions from DFCCIL (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by DFCCIL;
 - b. Comply with all applicable laws
 - c. Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
 - d. Implement appropriate technical and organizational measures to protect the

DFCCIL Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- e. Take reasonable steps to ensure the reliability of its staff and agents who may have access to the DFCCIL Data;
- f. Obtain prior written consent from the Authority in order to transfer the DFCCIL Data to any sub-Agency for the provision of the Services;
- g. Not cause or permit the DFCCIL Data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of the DFCCIL.
- h. Ensure that all staff and agents required to access the DFCCIL Data are informed of the confidential nature of the DFCCIL Data and comply with the obligations set out in this document.
- i. Ensure that none of the staff and agents publish disclose or divulge any of the DFCCIL Data to any third parties unless directed in writing to do so by the DFCCIL
- j. Not disclose DFCCIL Data to any third parties in any circumstances other than with the written consent of the DFCCIL or in compliance with a legal obligation imposed upon the DFCCIL;

and

- a. Notify the DFCCIL (within five Working Days) if it receives:
- b. Request from a Data Subject to have access to that DFCCIL Data; or
- c. a complaint or request relating to the DFCCIL' obligations under the law;
- d. The provision of this clause shall apply during the Contract Period and indefinitely after its expiry.

4.30. Legal Obligations : The Agency shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:-

- Agency Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948

- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

4.31. Other Conditions

- a. The Agency shall undertake, during or after completion/termination of the contract, that it will not indulge itself in any work or project, which may hamper the image of DFCCIL/Railways .
- b. The Agency will hand over all the concerned software/tools/credentials/source code or any such thing to the DFCCIL on completion/termination of the contract, after satisfaction of the GGM/BA&BD /DGM (CC)
- c. The Agency is obligated to indemnify DFCCIL from and against damages, liabilities, losses, costs, and expenses caused by the Agency's negligent performance of services. Also, a prompt corrective action shall be taken by the Agency for the resolution of the same.
- d. DFCCIL, at its sole discretion, may impose a penalty, as deemed fit, on any agency for poor performance/ service during the period of empanelment.**
- e. Video / Drone footage for the videos in high resolution as well as footage / image in high resolution for preparing creatives should be arranged by the agency as per requirement. Social Media Creatives/Videos etc. below this standard will be rejected and no payment shall be made for such rejected quantities.
- f. Identify and engage 'Influencers' to shape social media narratives on specific themes and issues. The agency shall maintain a rapport with digitally influential people having a large follower base.

4.32. Provision of Efficient and Competent Staff at Sites by the Agency : The Agency shall maintain efficient and competent staff to give the necessary directions to its employees and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, employees in or about the execution of any of

these services as are careful and skilled in the various trades. Daily record of such supervisors and employees shall be maintained.

4.33. Deployment of Qualified Resource persons by the Agency

- a. The Agency shall also employ qualified resource persons based on value of the contract and the extent of services as prescribed in the Bid documents
- b. In case the Agency fails to employ the Resources, as aforesaid in the above paragraph and in Annexure-J, Agency shall be liable to pay penalty at the rates, as may be prescribed by the DFCCIL through separate instructions from time to time for the default period for the provisions, as contained in this section or as provided for in the bid document.

4.34. Skilled Qualified Expert Deployed Resource Persons :

The whole of the services and/or supply of deliverables specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial resource persons with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the concerned GGM (BA&BD) / DGM (CC) according to the instructions and directions which the Agencies may from time to time receive from the GGM (BA&BD) / DGM (CC)

SECTION - 5

Scope of Work

5.1. Social Media

5.1.1. The agency will formulate a result oriented comprehensive communication strategy for the following social media platforms:

- Facebook
- “X” (Formally known as Twitter)
- Instagram
- Koo
- YouTube
- LinkedIn
- Plus any other active or new Social Media Platforms where DFCCIL is launched during the contract period.

5.1.2. Content/concept outline will be provided by GGM (BA&BD) / DGM (CC) / Officials nominated of DFCCIL based on which agency would be responsible for creating crisp texts, creatives, images, GIFs, infographics, animations, graphic etc. videos etc (details mentioned in **Annexure- I**) in accordance with social media platform guidelines.

5.2. Media Coverage Analysis

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

- a. Print Medium (Newspapers and magazines)
- b. Online Medium (News websites / Digital Dotcoms)
- c. Broadcast Medium (FM Channels / TV Channels)

5.2.2. Analysis is to be done for all news articles/ programmes regarding DFCCIL & Indian Railways/Others pertaining to DFCCIL , its people and its schemes that appear in important news sources available in the cities in the jurisdiction of the DFCCIL. List of number of Publications, TV channels, FM Channels, Youtube Channels etc. which are to be analyzed will be given to the agency by GGM (BA&BD) / DGM (CC) or concerned Corporate Communication officials of the DFCCIL.

5.2.3. For analyzing news, the agency is required to deploy a dedicated and qualified team of analysts, working at the back end offices, to read and qualify the news to aid the GGM (BA&BD) / DGM (CC), DFCCIL in:

- a. Perception analysis of each of the news coverage in DFCCIL & Indian Railways/Others pertaining to DFCCIL
- b. Preparation of Daily News Clipping Pad/PDF report having news items published in leading national dailies duly pasted in defined manner as advised by GGM (BA&BD) / DGM (CC) / official of Corporate Communication Cell of DFCCIL. The same shall be delivered at GGM (BA&BD) / DGM (CC), DFCCIL by 10:30 a.m. on all days. Special Clippings

of Hon'ble MR/MOSRs/MD or specific events/topics will be delivered on urgent basis as per instructions of GGM (BA&BD) / DGM (CC).

- c. Identifying issues/ themes that are being associated with DFCCIL and its Divisions.
- d. Assessing the frequency with which the issues are seen in the news.
- e. Identifying the influencers/Youtubers/Bloggers who are active in media for DFCCIL publicity.

5.3. Media Assistance

Assistance will be provided to GGM (BA&BD) / DGM (CC)/Corporate Communication Cell of DFCCIL in the following:

- a. Gathering information and dissemination of the same to media houses.
- b. Creating responses in an effective & timely manner.
- c. Briefing DFCCIL personnel on various important matters.
- d. Creating/preparing background material/speeches relevant to the forthcoming event/announcement focusing on the need and impact.
- e. The Agency will also provide photography and videography services as needed.

5.4. Resource Deployment

For undertaking the work of DFCCIL, Number of personnel to be deployed at the DFCCIL Corporate Office are given below: (Profiles of the personnel and tentative team setup are given at **Annexure-J**.)

Resource personnel	Number	CV at page No
Project Lead /Manager	01 (One)	
Social Media Manager	01 (One)	
Content Analyst & Researcher	01 (One)	
Graphic Designer	01 (One)	
Content Writers (Hindi & English)	02 (One)	
Video Editor	01 (One)	
Total	07 (Seven)	

Note:

- a. The deployed manpower will work under the supervision/guidance of the GGM (BA&BD) / DGM (CC).
- b. In some cases, on a need basis, the engaged team shall be directed to be present at any other location(s) where ceremonial function(s) / events / Dignitaries visits are planned/takes place by DFCCIL.
- c. The engaged team of the Agency will be responsible for live streaming of events on YouTube, Facebook and Twitter or any other platforms and also for production of various contents as shown in **Annexure-I**.
- d. Staff deployed at DFCCIL Corporate Office:
 - i. Weekly duty roaster of staff deployed at DFCCIL Corporate Office and their leaves are to be approved in consultation with nominated officials of Corporate Communication Cell, DFCCIL.
 - ii. Daily attendance of staff deployed at DFCCIL Corporate Office and at Backend to be

shared latest by 11.00 am

5.5. Archival Support

5.5.1. Social Media content (as described at Annexure-I)

- a. The team will mark all digital content (text, photo, video or otherwise) as copyright, wherever applicable and monitor.
- b. The team would be responsible for storage of content and data by means of online/offline archival support
- c. The archived content should be made available to the DFCCIL
- d. The archived content would be stored for 24 months on a rolling basis and will handover all the data to DGM/CC / Corporate Communication Cell, DFCCIL in SSD or other online location assigned by DFCCIL

5.5.2. Media Assistance content

- a. The team would be responsible for storage of content and data (Information gathered, briefs produced, Responses made etc.) by means of online/offline archival support
- b. The archived content should be made available to the DFCCIL

5.5.3. Media coverage analysis

- a. The agency is required to maintain a digital store in the form of an online portal which provides access to all print & online news and Radio & TV programmes monitored on the DFCCIL.
- b. The portal must be password protected
- c. The portal must offer news, TV coverage and Radio Broadcast for 12 months on a rolling basis
- d. Content archived should be easy to retrieve on predefined keywords

5.6. Reports

5.6.1. Social Media Reports

- a. **On a Monthly basis:** This will indicate the performance on each active Social Media platform. The report will include change in follower base, user response to the content posted, etc.
- b. **On Quarterly basis:** This will be a comprehensive performance dashboard indicating the change in follower base, content engagement, achievements etc.

5.6.2. Media Assistance Reports

- A monthly report mentioning number of briefs produced
- A report of the produced briefs which have been published in the newspapers with the list of newspapers and snippets of the same to be provided on time to time basis
- The report should be delivered as a PDF document and Hard Copy whenever demanded.

5.6.3. Media Coverage Reports

- **Email alerts: DAILY**
- a. Relevant news coverage from all sources (print, online and broadcast) to be sent in an e-mail & Whats App messages etc. to the GGM (BA&BD) / DGM (CC) and other identified officials.
- b. For print sources, for every news article, the email should contain the name of the news source, its edition, date of coverage, the headline and link to the actual scan of the news article.
- c. For online sources, for every news article, the email should contain the name of the news source, date of coverage, the headline and link to the actual news article on the world wide web / Youtube
- d. For TV, the email should contain the name of the TV channel, Time of airing, date of airing, programme name, and link to view the TV clip.
- e. The email format should be smartphone friendly.
- f. The email alerts should be sent on all days of the week.

5.7. Dashboard: 24/7

- a. DFCCIL should have an independent dashboard available for the news in the DFCCIL.
- b. All news articles, TV clips, FM Radio Clips monitored should be available online in the form of an online dashboard
- c. The dashboard should be password protected
- d. The dashboard should offer an integrated view of the news articles from Print and Online Sources
- e. The dashboard should also allow the user to look at news coverage from a Corridor / city / region chosen by the user
- f. The dashboard should be optimized for viewing on smartphone, tablets, laptops and desktops
- g. The dashboard should further have following optimization features for ease of reporting:
- h. Slicing/ dicing of data to generate insights
- i. Viewing and sharing of news from within dashboard
- j. Sorting/ Filtering basis specific selections/ qualifications/ tags as desired by the user.

5.8. Access to a Mobile application with real-time notification system: 24/7

- All news monitored should be available on a mobile application. It should cover articles from print, online as well as TV and Radio
- The mobile application should be available for both Android and iOS platforms
- The mobile application should also enable and display the insights dashboard
- The mobile application should enable PUSH notifications for important and prominent news coverage
- The mobile application should allow the user the option to switch on or switch off the PUSH notifications from within the mobile application, as and when desired

5.9. Electronic Dossiers: QUARTERLY

- Every quarter, the agency is required to provide all news ,TV programmes, Radio programs / contents monitored during the quarter in a SSD hard drive
- The hard drive for last quarter should be delivered in the first week of the first month of every quarter

5.10. Media Analysis Report: MONTHLY

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

5.11. News Clippings Position Pad : DAILY

- A News Clipping Pad containing News Clippings of leading national dailies is required to be prepared and made available at GGM (BA&BD) / DGM (CC) Office by 10.30 hrs. every day during all working days including Saturday, Sunday & holidays.

5.12. Target based approach for the followership:

- Strategy to be executed to increase the followership and reach of DFCCIL social media account as per the target.

5.13. Infrastructure Requirement

- DFCCIL will provide the agency with space, furniture & electricity free of cost, for its operations. However, the agency shall arrange for its resources - their own latest generation laptops/computers/software/Camera/ Mobiles/cables/chargers etc. or any other equipment required for live streaming and software required for social media feedback gleaning etc.
- The agency shall arrange to provide backup 4G/5G Wi-Fi internet connections & laptops to be utilized by resources deployed and for live webcast/streaming.

5.14. Duration of Contract

- The duration of the contract will be for a period of Two years and further extendable by one year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance. (see *clause 4.6*), on a monthly retainer basis, from the date of issue of the letter of award. The successful applicant shall be required to execute an agreement on non-judicial stamp paper worth Rs. 100/- attested by notary public oath commissioner/first class magistrate.
- The cost of the stamp duties for the execution of the agreement will be borne by the successful bidding agency. DFCCIL shall conduct the periodic Appraisal of the services offered by the Agency engaged. The underperforming manpower deployed shall be changed suitably.

5.15. Right to Accept Proposal

DFCCIL reserves the right to accept or reject any proposal and to annul the proposal process or to reject all proposals at any time prior to award of contract, without assigning any reason or without incurring any liability to the affected parties or any obligation to inform the affected parties of the grounds for such decision GGM (BA&BD) Corporate office DFCCIL, Supreme Court Metro Station Building Complex, New Delhi - 110001 reserves the right to seek performance report from other clients of the Agency.

SECTION - 6

Special Conditions of Contract

6.1. Obligation of Agency for Social Media Management and Media Analysis Services for DFCCIL

- 6.1.1. The Agency shall provide adequate Skilled and Trained Manpower, Machines, Materials and Consumables as mentioned in the [Section - 5](#), Scope of Work, in the premises of DFCCIL Corporate Office DFCCIL, New Delhi & Noida.
- 6.1.2. The Agency shall provide good quality work as mentioned in the [Section - 5](#), Scope of Work. DFCCIL reserves the right to reject the work if quality is found unsatisfactory.
- 6.1.3. Notwithstanding anything herein contained, the Agency will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Agency or of any persons deployed by it pursuant to the Contract.
- 6.1.4. It shall be the responsibility of the Agency to deploy only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 6.1.5. The Agency shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Agency would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 6.1.6. The Agency would comply with the statutory requirements; rules and regulations applicable to deployed persons by the Agency in the DFCCIL premises and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Agency shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 6.1.7. The Agency shall not terminate the services of deployed personnel unilaterally. In case any hired staff is proposed to be replaced/terminated by the Agency, such action should be taken only with the approval of DFCCIL.
- 6.1.8. No relationship of client and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Agency. The Agency shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.

- 6.1.9. The Agency shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 6.1.10. All deployed personnel will have to follow the Biometric Attendance cum Access Control System available in the DFCCIL Corporate Office.
- 6.1.11. The Agency shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Agency to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 6.1.12. The deployed personnel shall be in proper Uniform / Office Formals . The deployed personnel shall be provided with Colour Photo Identity Cards by the Agency.
- 6.1.13. In case the person deployed by the Agency is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 6.1.14. The Agency shall not infringe any Intellectual Property Rights of any third party in supplying the services and the consultant shall, during and after the contract period indemnify and keep indemnified and hold the DFCCIL harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the client may suffer or incur as a result of or in connection with any breach of this clause.”

6.2. Functioning of the Agency for Social Media Management and Media Analysis Services for DFCCIL at Work Premises:

Agency for Social Media Management and Media Analysis Services for DFCCIL shall function on all working days from Monday to Friday from 09.30 A.M to 07.00 P.M and on Saturday from 09.30 A.M to 05.00 P.M. The Premises shall be opened at 09.00 A.M on all working days including Saturdays and shall be functional from 09.30 A.M onwards. The Premises will remain normally closed on Sundays and other Holidays unless specifically mentioned by the DFCCIL Official In-Charge or his representative to keep the premises open. In case, if premises are required to be opened on Sundays/Holidays or are to be kept open beyond closing time, DFCCIL has the option to do so and permission to do so would be specific.

- 6.3. Obligation of DFCCIL:** DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Agency and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the Agency that Cost the Company does not increase.

SECTION - 7

Selection Procedure

Offers to provide these services are invited from agencies having experience of providing such services. No addition, alteration or modification to the documents once submitted shall be permitted. However, DFCCIL may at its discretion seek clarifications from the parties concerned, if any. An evaluation committee to be nominated by Director OP&BD, formed for evaluation of scrutinized documents and Technical & Financial Criteria mentioned in the process for selection of agency given below:

7.1. Eligibility criteria:

S.No	Details	Annexure	Page No.(s)
1	The agency shall be of sound financial status with a turnover of Rs. 15 Crore (Fifteen Crore) or more in the last financial year (FY 2023-24).	<u>Annexure - D (i)</u>	
2	The agency must have carried out (completed/ongoing) at least 3 eligible social media management and media analysis projects for Government of India (Central/ State/ PSU) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21).	<u>Annexure - N (iii)</u>	

● **List of relevant attested documents (all mandatory) to be submitted is as under :**

1. Cumulative turnover for the last financial year (2023-24) showing aggregate total in terms of Rs_____
2. Number of eligible projects completed/ongoing during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21) depicting aggregate total
3. Details of eligible projects completed/ongoing for Government of India (Central/State/PSU) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21).
4. Number of full time technical staff employed with the agency (to be attached)
5. Value of at least one eligible project completed/ongoing for Indian Government (Central/State/PSU) in terms of Rs._____
6. Attach certificates showing years of experience of manpower of the agency
 - a. One Project Lead /Manager
 - b. One Social Media Manager
 - c. One Content Analyst & Researcher
 - d. Two Content Writers (1 Hindi &1 English)
 - e. One Graphic Designer
 - f. One Video Editor

7. Details of offices located in cities with address, phones – both fixed and mobile, fax no's and e-mail ID etc.
8. List of important clients including Railways/other Government Ministry/ department/PSUs/Multilaterals institutions etc. since the last 3 years (FY 2023-24, 2022-23 & 2021-22) for which eligible projects were carried out by the agency. Self-Attested copies of various Work orders to be submitted.
9. **Annual turnover duly certified by the chartered accountant** of the agency with proper seal and signatures and UDIN along with financial details like certified copies of Audited Balance Sheets of preceding 3 years (FY 2023-24, 2022-23 & 2022-21). Certification by a Chartered Accountant/Auditor is mandatory.
10. Copies of **Income Tax Returns** filed for the last 3 years (FY 2023-24, 2022-23 & 2022-21).
11. GST Registration Certificate.
12. Names and short CVs of principal officers of the agency. The list of the technically qualified and competent professionals on rolls with the agency (especially Project Leads, Social Media Manager, Graphic Designers, Content Writers, Content Analysts, Project Manager, Response Management Executive, Video Editor, clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc.
13. All the copies of financial documents must be certified by the agency's Chartered Accountant, with proper seal and date. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by DFCCIL's Corporate Communication office.
14. **If information in any of the documents submitted is found incorrect then application would be summarily rejected.**

Note : All the documents submitted should have been properly numbered and indexed as suggested above. The grand total of amounts should invariably be done. Wherever necessary the values mentioned in figures (Rs.....) should also be mentioned in words. **Values without indicating grand totals will not be taken into account.**

Important Note : The bidders not meeting the above eligibility criterias will not be considered for technical & financial evaluation.

- 7.2. **Preliminary Scrutiny:** Preliminary scrutiny of the applications will be done to ensure fulfillment of eligibility criteria by agency, to determine that the application is complete, documents have been properly signed, that there are no computational errors and that required documents are in order. Applications not conforming to these preliminary requirements will not be considered.

- 7.3. Selection Method: Selection will be QCBS (70:30) based** where the bidder will also be evaluated based on a technical presentation. The bidder shall submit a financial bid, in the format given at **Annexure-K** in a separate sealed cover, for the service/work as defined in the scope of work. 70% weightage will be given to Technical Evaluation and 30% weightage to Financial Bid.
- 7.4.** Total costs of services/works including all costs pertaining to personnel and logistics for execution of the complete work as per the Scope of Work, Activities, Terms & Conditions, Deliverables and Compliances etc. should also be pronged and specified in [Annexure K](#).
- 7.5. Important:** The non-delivery/non-compliance of any specific service/working a particular month shall attract penalties which shall be imposed and deducted by the Bill Verification/Authorization Committee from the Agency's monthly bills preferred to this office.
- 7.6. Technical Evaluation:**

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

SN	Parameter	Score	Max. Score	Mention/ Specify the Value here
1.	Turnover for the last financial year.(FY 2023-24)		10	
	>=15 crores and <20 crore	8		
	>=20 crores and <30 crores	9		
	>=30 crores	10		
2	Number of eligible projects completed/ongoing during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21).		10	
	>6 and <=9 projects	7		
	>9 and <=12 projects	8		
	>12 and <=15 projects	9		
	More than 15 projects	10		
3	Number of eligible projects completed/ongoing for Government of India (Central/State/PSU) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21).		05	
	3 projects	3.5		
	4 projects	4		
	5 projects	4.5		
	6 or more projects	5		
4	Number of full time technical staff employed with the agency		05	
	30	2		
	31 to 40	3		
	41 to 50	4		
	51 or more	5		
5	Strategy Presentation for DFCCILs on Social Media		30	

	<p>Management and Media Analysis, on the nominated date, time and place which will be fixed and intimated by the committee during the empanelment process</p> <ul style="list-style-type: none"> • SWOT Analysis of the DFCCIL current Social Media Presence • Action plan/strategy proposed for the DFCCIL to enhance its Social Media presence & leverage the same for business • Technology Platform for Automation/Integration/Social Media Listening/Online Response Management • Social Media Tracking Metrics/Analytics & its relevance & usage for the DFCCIL 		
6	<p>Strategic Thinking: Case study on Media and its Analysis wherein strategy direction/building is involved.</p> <ul style="list-style-type: none"> • The agency will have to submit on the spot Media and its analysis strategy for the given case study within 4 hours on any date to be notified later during the selection process. 	20	
7	<p>Value of at least 1 eligible project completed/ongoing for Indian Government (Central/State/PSU).</p>		
	>=50 lakhs and <1 crore	7	10
	>=1 crore and <1.5 crores	8	
	>=1.5 crores and <2 crores	9	
	>=2 crores	10	
8	Experience of manpower of the agency:		
8a	One Project Lead / Manager (Years of experience)		02
	>=6 years and < 7 years	1	
	>=7 years	2	
8b	One Social Media Lead/Manager (Years of experience)		02
	>=4 years and < 5 years	1	
	>=5 years	2	
8c	One Content Analysts & Researcher (Years of experience)		02
	>=4 years and < 5 years	1	
	>=5 years	2	
8d	Two Content Writer (1 Hindi & 1 English) (Years of experience)		02
	>=4 years and < 5 years	1	
	>=5 years	2	
8e	One Graphic Designer / Video editor (Years of experience)		02
	>=4 years and < 5 years	1	
	>=5 years	2	
Total			100

Note: Eligible project for this purpose means completed/ongoing works of managing social

media handles or analyzing various forms of media (print, digital and online) for Government/ Semi-Government/ PSU/ Autonomous body under any Ministry of Central/State Government or **Private organizations**.

In case, the project is on a monthly retainer basis, the total value of the project will be calculated as - **Work Order billing per month x Duration of project in months**. (Separate summary sheet must be attached)

Bidders having a technical score of **70 and above** will be eligible for Financial Evaluation.

7.7. Evaluation of Financial Bid

The Financial proposal shall be evaluated to determine the lowest bidder.

In case, the evaluated financial offers of two or more technically qualified bidders are lowest and same, then the bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid) shall be considered as the lowest. If the marks in the evaluation of technical bid of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last financial year and the current financial year shall be considered as the lowest.

- **Financial Evaluation:** The financial scores would be normalized on a scale of 100. The individual Bidder's financial scores (SF) are normalized as per the formula below:

$$SF = 100 \times (S_{min}/S_b)$$

Where,

- **SF** = Normalized financial score for the Bidder under consideration (rounded off to two decimal places)
- **S_b** = Absolute financial quote for the Bidder under consideration
- **S_{min}** = Minimum absolute financial quote

Combined and final evaluation: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where,

- **S** is the combined score
- **TW** and **FW** are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

7.8. Award of contract: DFCCIL will enter into an Agreement with the agency selected after the due process is completed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

7.9. Disqualification:

- Canvassing or recommendations or putting pressure from any source to influence the process of selection of Social Media agency will lead to automatic disqualification and applications will be summarily rejected/will not be considered.
- DFCCIL may at its sole discretion and at any time during the evaluation of proposal, disqualify any agency if the agency has submitted the proposal

documents after the response deadline; indulged in any unfair practice or not followed the professional ethics; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted a proposal that is not accompanied by required documentation or is nonresponsive; failed to provide clarifications related thereto, when sought; declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

- DFCCIL may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.
- DFCCIL reserves the right not to assign reasons for declining to consider any particular application or applications.
- Incomplete and conditional applications will be summarily rejected.

SECTION - 8

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Form of Irrevocable Guarantee Bond For Performance Guarantee (PG/PBG/BG)

(The Bank Guarantee (BGs) to be submitted by the Agency should be sent directly to "GGM/BA&BD, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building complex, New Delhi- 110001" by the issuing Bank under Registered Post A. D.)

To,

GGM/BA&BD

5th Floor DFCCIL Corporate Office,
Supreme Court Metro Station Building complex,
New Delhi- 110001.

In consideration of the GGM/BA&BD DFCCIL Corporate Office (hereinafter called "DFCCIL") having agreed to accept from.....hereinafter called "the said Agency/s"), under the terms and conditions of an Agreement/ Letter of Acceptance letter dated.....made between.....and (hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the Agency/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....Rupees.....only). We,.....(indicate the name of the Bank hereinafter referred to as "the Bank") at the request of Agency/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by DFCCIL by reason of any breach by said Agency(s) of any of the terms or conditions contained in the said Agreement.

1. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said Agency/s of any of the terms or conditions contained in the said agreement or by reason of the Agency/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by Agency(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agencies(s)/ supplier(s) shall have no against us for making such payment.
3. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that

would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till.....office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Agency(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the we shall discharge from all liability under this guarantee thereafter.

- 4. We,(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said Agency(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Agency/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said Agency(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 5. This guarantee will not be discharged due to change in the constitution of the bank or the Agency(s) / Supplier(s).
- 6. We,(indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous consent of the DFCCIL in writing. Dated thisday of 2024.

For.

(Indicate the name of the Bank)

Signature of Tenderer(s)

Form of Agreement

(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)

Name of the work:

“Dedicated Freight Corridor Corporation of India Ltd”, a Govt. of India Enterprises under Ministry of Railways and a Company incorporated under the provisions of the Companies Act, 1956/2013 having it’s registered at 5th Floor, Supreme Court Metro Station Complex, New Delhi-110001 represented through **GGM/BA&BD** Hereinafter referred to as “Client” which expression shall, unless repugnant to the context, be deemed to include it’s successors and assigns”, of the one part.

and

.....“Which expression shall, unless repugnant to the context, be deemed to include its successors and assigns”, herein after called the “Agency” of the other part.

Whereas the Client is desirous that the work of..... “Herein after called the “Works” and has accepted a Tender by the Agency for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

- 01.** In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
- 02.** The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - i. Letter of Acceptance (LOA).
 - ii. Notice Inviting Tender.
 - iii. Checklist for Documents to be submitted.
 - iv. Instructions to Bidders.
 - v. General Conditions of Contract.
 - vi. Scope of Work.
 - vii. Special Conditions of Contract.
 - viii. Financial Bid.
 - ix. Corrigendum/Addendums if any.
 - x. Successful Tenderer’s Submittal.
 - xi. All Tender Forms & Annexure.
 - xii. The Bidder’s undertaking.
 - xiii. Documents to be submitted as per Check Sheet not covered in successful Tenderer’s Submittal/Any Other Relevant Document.
- 03.** In consideration of the payment to be made by the Client to the Agency as hereinafter mentioned, the Agency hereby covenants with the Client to execute

and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.

04. The Client hereby covenants to pay the Agency in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.-----being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract. The contract commissioning date is.....
05. **OBLIGATION OF THE Agency:** The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
06. **JURISDICTION OF COURT:** The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.
07. **GOVERNING LAW :** This agreement and the relationship between the parties shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.
08. **MODIFICATION/ALTERATION/AMENDMENT CLAUSE :** This Agreement shall not be varied, altered, modified, canceled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto, their legal representatives or their respective successors or assignees.”
09. **SEVERABILITY CLAUSE :** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.



**For and On Behalf of the Agency
Signature of the Authorized Official**

**for and On Behalf of the Client
Signature of the Authorized Official**

**Name of the Official
Stamp/Seal of the Agency**

**Name of the official
Stamp/Seal of the Client**

SIGNED, SEALED AND DELIVERED

By the Said

By the Said

.....Name
.....Name
.....

.....
On Behalf of DFFCIL in the

On Behalf of the Agency in the

**Presence of
Witness.....
Name.....
Address.....**

**Presence of
Witness.....
Name.....
Address.....**

Note:

***to be made out by the Client at the time of finalization of the Form of Agreement**blanks to be filled by the Client at the time of finalization of the Form of Agreement**

*****TO BE DELETED IF NOT APPLICABLE**

Constitution of the Firm/Company

S.N	Particulars	Details	Page No.
1	Full name of Agency's Company/Firm/Agency and Year of Establishment		
2	Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.		
3	Registered/Branch Offices in India.		
4	Address on which correspondence regarding this tender should be done.		
5	Constitution of Firm/Company (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached.		
6	Particulars of Registration with Government.		
7	PAN Number (attach attested copy)		
8	AADHAAR Number (attach attested copy)		
9	GST Number (attach attested copy)		
10	MSME Certificate UDYAM Number (attach attested copy) Please mention certificate no. Type of enterprise (Medium, Small, Micro, Other)		

[Your Company Letterhead]

To,

GGM/BA&BD

DFCCIL Corporate Office,
Supreme Court Metro Station Complex,
New Delhi.

Annual Turnover and Audited Financial Statements

Dear [DFCCIL Authority/Empanelment Committee],

As part of our selection as Agency for Social Media Management and Media Analysis application, we are pleased to provide the annual turnover of our agency, duly certified by our Chartered Accountant, along with certified copies of Audited Balance Sheets for the preceding three financial years as under

Details of Turnover (In Rupees Crore) in the financial years (2023-24, 2022-23 & 2021-22)

S. No.	Financial Year	Total Turnover (in Rs. Crore)		Page Number
		In Figures	in Words	
1	2023-24			
2	2022-23			
3	2021-22			
Total				

For Financial Years **2023-24, 2022-23 & 2021-22** Copies of the Audited/Certified by the Chartered Accountant - Balance Sheets may please be attached.

Certification:

[Chartered Accountant's Certification and Seal]

Enclosed herewith, please find the above-mentioned documents for your perusal and verification. We assure you that these documents are accurate and reflect our financial standing as certified by our Chartered Accountant.

Sincerely,

[Your Full Name]

[Your Designation]

[Your Company Name & Contact Information]

[Your Company Letterhead]

To,

GGM/BA&BD

DFCCIL Corporate Office,
Supreme Court Metro Station Complex,
New Delhi.

Subject: Submission of Copies of Income Tax Returns

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide copies of the Income Tax Returns filed for the last three financial years (FY 2022-23, 2021-22 & 2020-21). The enclosed documents are presented in compliance with the empanelment requirements and demonstrate our agency's financial transparency and compliance with tax regulations.

Income Tax Returns (FY 2022-23):

- [Attach Copy of Income Tax Return for FY 2022-23]

Income Tax Returns (FY 2021-22):

- [Attach Copy of Income Tax Return for FY 2021-22]

Income Tax Returns (FY 2020-21):

- [Attach Copy of Income Tax Return for FY 2020-21]

Enclosed herewith are the above-mentioned documents for your perusal and verification. These copies are true and accurate representations of our Income Tax Returns for the specified financial years.

Sincerely,

[Your Full Name]

[Your Designation]

[Your Company Name & Contact Information]

Annexure - E

Proforma for Affidavit for never been black listed/debarred

(on the Letterhead of the Bidder)

I..... Proprietor/Director/Partner of the firm M/sdo hereby solemnly affirm that the firm M/s..... has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

Signature of Proprietor/Director/Partner

With an official stamp.

Declaration for DFCCIL for Input Tax Credit

This is to confirm that I, _____ (Name of Authorized Person of Company/Firm/Agency), _____ (Designation of this Person) at _____ (Name of the Company/Firm/Agency), have passed the benefit of Input Tax Credit available on the _____ (goods/services) having HSN _____ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case _____ (Name of the Company/Firm/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the _____ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Person _____

Name of the Authorized Person _____

Designation _____

Name of the Company/Firm/Agency _____

Bid Security Declaration Form

Date: _____

Tender No. **HQ-CORP0COMM(OPBD)/5/2024**

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- A. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- B. Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Pre Contract Integrity Pact

General

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on the hand, the DFCCIL acting through Shri.....(Designation of the officer), (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri, (Designation/Chief Executive Officer) (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure Social Media & Allied Job Work for DFCCIL Corporate Office, New Delhi & Noida. (Agency) is willing to offer/has offered for stores or works.

WHEREAS the Agency is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a Govt. of India Enterprises under Ministry of Railways and a company incorporated under the provisions of the Companies Act , 1956/2013.

NOW, THEREFORE,

To avoid forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure Services Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the CLIENT

1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with Social Media Management and Media Analysis Services Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Services Contract.

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular Services Agency in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) reported by the Social Media Service Agency to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Social Media Management and Media Analysis Services Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Social Media Management and Media Analysis Services Contract would not be stalled.

3 **Commitments of BIDDERS**

The Social Media Management and Media Analysis Services Agency commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the Social Media Management and Media Analysis Services Contract or in furtherance to secure it and in particular committee itself to the following:-

- 3.1 The Social Media Management and Media Analysis Services Agency will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the Social Media Management and Media Analysis Services Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Social Media Management and Media Analysis Services Contract .
- 3.2 The Social Media Management and Media Analysis Services Agency further undertakes that it has not given, offered or promised to give, directly or indirectly any bride, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Social Media Management

and Media Analysis Services Contract or any other Social Media Management and Media Analysis Services Contract with the Government/PSU for showing or forbearing to show favour or disfavor to any person in relation to the Social Media Management and Media Analysis Services Contract or any other Social Media Management and Media Analysis Services Contract with the Government/PSU.

- 3.3 Social Media Management and Media Analysis Services Agency shall disclose the name and address of agents and representatives and Indian Social Media Management and Media Analysis Services Agency shall disclose their foreign principals or associates.
- 3.4 Social Media Agency shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 Social Media Management and Media Analysis Services Agency further confirms and declares to the CLIENT that the Social Media Management and Media Analysis Services Agency is the authorized Government/PSU sponsored agency and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or nay of its functionaries, whether officially or unofficially to the award of the Social Media Management and Media Analysis Services Contract to the Social Media Management and Media Analysis Services Agency nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Social Media Management and Media Analysis Services Agency either while presenting the bid or during pre-contract negotiations or before signing the Social Media Management and Media Analysis Services Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Social Media Management and Media Analysis Services Contract and the details of services agreed upon for such payments.
- 3.7 The Social Media Management and Media Analysis Services Agency will not collude with other parties interested in the Social Media Management and Media Analysis Services Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Social Media Management and Media Analysis Services Contract.
- 3.8 The Social Media Management and Media Analysis Services Agency will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The Social Media Management and Media Analysis Services Agency shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Social Media Management and Media Analysis Services Agency also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Social Media Management and Media Analysis Services Agency commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Social Media Management and Media Analysis Services Agency shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Social Media Management and Media Analysis Services Agency or any employee of the Social Media Management and Media Analysis Services Agency or any person acting on behalf of the Social Media Management and Media Analysis Services Agency, either or indirectly, is a relative of any of the officials of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the Social Media Management and Media Analysis Services Agency at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Social Media Management and Media Analysis Services Agency shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

- 4.1 The Social Media Management and Media Analysis Services Agency declares that no previous transaction occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The Social Media Management and Media Analysis Services Agency agrees that if it makes incorrect statement on this subject, Social Media Management and Media Analysis Services Agency can be disqualified from the tender process or the contact, if already awarded, can be terminated for such reason.

5. Security Deposit

- 5.1 Validity of Security Deposit shall be as per terms and conditions of the contract.
- 5.2 In case of the successful Social Media Management and Media Analysis Services Agency a clause would also be incorporated in the Article pertaining to Security Deposit in the Social Media Management and Media Analysis Services Service Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.3 No interest shall be payable by the CLIENT to the Social Media Management and Media Analysis Services Agency on Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Social Media Management and Media Analysis Services Agency or any one employed by it or acting on its behalf (with or without the knowledge of the Social Media Management and Media Analysis Services Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-
- i. The Security Deposit (after the Social Media Management Service Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - ii. To immediately cancel the Social Media Management Service Contract, if already signed, without giving any compensation to the Social Media Management and Media Analysis Services Agency.
 - iii. To recover all sums already paid by the CLIENT, and in cases of an Indian Social Media Management and Media Analysis Services Agency with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Social Media Management and Media Analysis Services Agency from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Social Media Management and Media Analysis Services Agency. However, the proceedings with the other BIDDER(s) would continue.
 - iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Social Media Management Service Agency from the CLIENT in connection with any other Social Media Management Service Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Social Media Management Service Agency, in order to recover the payments, already made by the CLIENT, along with interest.
 - vi. To cancel all or any other Contracts with the Social Media Management Service Agency. The Social Media Management Service Agency shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so

payable from the money(s) due to the Social Media Management and Media Analysis Services Agency.

- vii. To debar the Social Media Management Service from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - viii. To recover all sums paid in violation of this Pact by Social Media Management Service Agency to any middleman or agent or broker with a view to securing Social Media Management and Media Analysis Services Contract the contract.
 - ix. In case where irrevocable Letters of Credit have been received in respect of any Social Media Management Service Contract signed by the CLIENT with the Social Media Management and Media Analysis Services Agency, the same shall not be opened.
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Social Media Management and Media Analysis Services Agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the Social Media Management and Media Analysis Services Agency, if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the Social Media Management and Media Analysis Services Agency shall be final and conclusive on this Social Media Management and Media Analysis Services Agency However, the Social Media Management Service can approach the Independent Monitors(s) appointed for the purpose of this Pact.

7. Fall Clause

- 7.1 The Social Media Management and Media Analysis Services Agency undertakes that it has not supplied /is not supplying similar service at a rate (Service Charge) lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the Social Media Management and Media Analysis Services Agency to any other Ministry/ Department of the Government of India or a PSU at a lower rate (Service Charge), then that very rate, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Social Media Management and Media Analysis Services Agency to the CLIENT, if the Social Media Management and Media Analysis Services Service Contract has already been concluded This will not be applicable in those cases where DGR has revised the service charge which is higher than the earlier quoted service charge.

8. Independent Monitors

- 8.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The Social Media Management and Media Analysis Services Agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub Agencies. The Monitor shall be under contractual obligation to treat the information and document of the Social Media Management and Media Analysis Services Agency with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Social Media Management and Media Analysis Services Agency and the Social Media Management and Media Analysis Services Agency shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the Social Media Management and Media Analysis Services Contract to the satisfaction of both the CLIENT and the Social Media Management and Media Analysis Services Agency, including warranty period, whichever is later. In case Social Media Management and Media Analysis Services Agency is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Social Media Management and Media Analysis Services Service Contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

CLIENT

BIDDER

Name of the Officer

(Service Provider)

Designation

Dept./Ministry/PSU

Witness

Witness

Social Media Deliverables

S. No	Type of Work	Frequency	Target
1	Regular creative content for Social Media platforms / websites	On a weekly basis: At least 5 creatives in .jpeg and other editable forms.	At least 25 (twenty five) such creatives per month shall be required.
		Adaptations of the same for other digital/ non- digital formats including websites, etc.	
2	Whiteboard Animation / Videos	On a weekly basis: At least 1 (one) each upto 2 minutes duration.	At least 4 (four) per month shall be required.
		The video shall be shared in HD quality and adaptations of the same for different media platforms like YouTube, Facebook, Twitter etc.	
3	Infographics	On a weekly basis: At least 1 (one) infographics.	At least 4 (four) per month shall be required.
		These will need to be adapted for other mediums as well.	
4	Blog Content/ Write Ups for News Papers, Magazines/House Journal/Press note etc.	On monthly basis: At least 1 (one) articles	Blog articles need to be 300 to 500 words with appropriate graphical content in English and Hindi.
5	Media Coverage Analysis - DFCCIL (Read clause 5.2 carefully)	The agency is required to analyze all three forms of media on daily basis i.e. <ul style="list-style-type: none"> • Print Medium (Newspapers and magazines) • Online Medium (News websites / Digital Dotcoms) • Broadcast Medium (FM Channels / TV Channels) 	Preparation of Daily News Clipping Pad having news items published in leading national dailies. The same shall be delivered on daily basis.
6	and all other services mentioned in Section 5 (Scope of Work) of this tender document.		

Resource Deployment: Profiles of the Personnel

S.N	Designation	Required Profile
1	Project Lead/Manager	<ul style="list-style-type: none"> ● Qualification: Graduate in Mass Communication / Journalism / PR. ● Required Experience: >5 years ● Expected Role: This person shall be the focal point of contact with DFCCIL. This person will function as the campaign manager-cum-team leader
2	Social Media Manager	<ul style="list-style-type: none"> ● Qualification: Any Graduate ● Required Experience: 3 years in Social Media ● Expected Role: This person shall focus on managing the overall hygiene, formulating strategies, coordinating with back-end team (design and content) and shall have ability to analyse social media platforms for DFCCIL
3	Content Analyst & Researcher	<ul style="list-style-type: none"> ● Qualification: Any Graduate ● Required Experience: 1 year in the field of content management ● Expected Role: This person is expected to be proficient in spoken and written English/Hindi. He/She should be effectively able to communicate, coordinate with teams deployed at Corridors & with internal teams of DFCCIL.
4	Graphic Designer	<ul style="list-style-type: none"> ● Qualification: Any Graduate with Diploma in Multi-media ● Required Experience: Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, Adobe InDesign. The person should have an experience of 3 to 5 years with at least 3 years, as graphic designer for multiple mediums and at least 2 years for designing graphics for social media or digital audience ● Expected Role: The person will be required to create designs for social media
5	Content Writers (1 English & 1 Hindi)	<ul style="list-style-type: none"> ● Qualification: Any Graduate ● Required Experience: Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.
6	Video Editor	<ul style="list-style-type: none"> ● Qualification: Any Graduate with Diploma in Multi-media ● Required Experience: Must have experience of having worked on multiple platforms such as Adobe Premiere Pro, Final Cut Pro, Adobe After Effects, etc. ● The person should have an experience of 3 to 5 years, with at least 3 years as video editor for multiple mediums
<p>Note: All concerned personnel shall be proficient in English, Hindi, Microsoft Office and IT Tools required for managing social media (Like Hootsuite, Buffer, Sprout) customized software like Meltwater, publishing software, Software meant for creative designs etc.</p>		
<p>Working Timings: The Agency shall have to carry out any required services round the clock as per direction of the GGM (BA&BD) / DGM(CC).</p>		

Financial Bid Format

(To be submitted in a Separate Sealed Cover inside the main sealed cover)

Item Name	Unit of Measurement	Price exclusive of GST (in Rs.) (in Figures)	Total Price exclusive of GST (in Rs.) (in Words)
Agency fees covering the complete scope of work as per Section - 5 of this tender document for Two years contact period (and period of extension, if applicable)	Lump Sum*		

Note:-

Price Basis

1. The quoted rates of the bidder in Price bid table have to be all- inclusive (including all costs pertaining to personnel and logistics) for execution of the complete work as per the Scope of Work in [Section - 5](#) of this tender document and other activities, terms & conditions, and compliances, etc. Any other item as required for execution of Scope of work to be provided within the quoted price.
2. Monthly payment shall be derived by dividing agreed contract value by 24 (24 months= 2 years)
3. The quoted rates are inclusive of all applicable taxes and levies, etc. except GST charges. GST would be paid extra at applicable rates. The successful bidder must be mandatorily registered under the GST Act of the particular state.
4. Prices given will remain firm till the execution of the contract for 2 years. (and period of extension, if applicable)

Format for affidavit to be submitted by tenderer alongwith the tender documents

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of tenderer)

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____(hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No.HQ-CORP0COMM(OPBD)/5/2024 of DFCCIL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from DFCCIL **website <https://dfccil.com/>**. I/we have verified the content of the documents from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tender; execution of work or final payment of the contract, the master copy available with the DFCCIL has all be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials/submitted along with the offer and the same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR and DFCCIL. Further, I/We (insert name of the tenderer) and all my/our constitutes understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the

contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

List of Deliverables Monitoring Indices to be linked with Release of Payment

(To be submitted by the Selected Agency after the Agreement/Contract is signed)

The selected Social Media Management and Media Analysis Agency shall furnish the following Statement along with the bill preferred by the Agency before the Payment Release Committee for scrutiny and arranging payments. If the Agency fails to perform the any of assigned task as per scope of work, the Agency's bill shall be deducted:-

A. Social Media Deliverables				
S. No	Type of Work	Target	Penalty (Amount to be deducted from the Bill)	Remarks
A1	Regular creative content for Social Media platforms / websites	At least 25 (twenty five) such creatives per month shall be required.	Rs 1500/- for each missing creative	
A2	Whiteboard Animation / Videos	At least 4 (four) per month shall be required.	Rs 3000/- for each missing item	
A3	Infographics	At least 4 (four) per month shall be required.		
A4	Blog Content/ Write Ups for News Papers, Magazines/House Journal/Press note etc.	Blog articles need to be 300 to 500 words with appropriate graphical content in English and Hindi.	Rs 3000/- for each missing item	
As item above A1 to A4 is targeted work penalty amount is mentioned in respective column				
B Reports (see clause 5.6)				
S. No	Type of Work	Target	Penalty	Remarks
B1(i)	Is the Social Media report including follower base, user response to the content posted have been provided on monthly basis, (see clause 5.6.1)	if yes please attach copy		
B1(ii)	Has a comprehensive quarterly performance dashboard indicating the change in follower base, content engagement, achievements etc prepared, please attach copy(see clause 5.6.1)	if yes please attach copy		
B2	Media Assistance Report mentioning number of briefs produced ? (see clause 5.6.2)	if yes please attach copy		
B3	Media Coverage Analysis - DFCCIL (as per clause 5.6.3) Media Coverage Analysis Whether the Agency has maintained a digital store in the form of online portal which provide access to all news and TV programmes monitored on DFCCIL	Yes /No		

B4	Preparation of 360 Degree Reports (News Papers/ Magazines/ News Channels/ Social Media Platforms/ News Dot Coms/ FM Channels etc.) Print, Online, digital and social media coverage . On Daily Basis including on Weekly Holidays and Gazetted Holidays	The file/folder/pad containing news clippings of all the leading National dailies, News Channels, Social Media Platforms, Online dot coms should reach (through e-mailed/ Whats App/ Drive/Cloud/Telegram /Pen Drive/CD or any other suggested medium) to GGM (BA&BD) /DGM (CC) or to the Authorized Officer every day.	
B4(i)	A report of the produced briefs which have been published in newspapers with the list of newspapers and snippets of the same provided ?		
B4 (ii)	Is the report produced in pdf format ?		
B4(iii)	Media Coverage Reports through Daily Email Alerts provided ?		

C. Archival Support

S. No	Type of Work	Yes/No	Remarks
C1	Whether the team has marked all digital content (text, photo, video etc.) as copyright wherever applicable?		
C2	Storage of content and data by means of online/offline archival done?		
C3	Archival Support made available to the DFCCIL on demand?		
C4	Is the content being stored on a rolling basis?		
C5	Media Assistant Content provided by means of online/offline archival support (Information gathered, briefs produced, Responses made	(please mention the numbers in a month)	
C6	Media Coverage Analysis Whether the Agency has maintained a digital store in the form of online portal which provide access to all news and TV programmes monitored on DFCCIL		
C7	Is the portal password protected and mention its uptime period		

C8	Is the Portal providing news and TV coverage on a rolling basis ?		
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D. Other Parameters

S. No	Type of Work	Work	Yes/No	Remarks
D1	Webcast/Live Streaming of important events on YouTube, Facebook and Twitter and other social media platforms. All important Events/ Ceremonial Functions etc. as informed by Corporate Communication DFCCIL Office.	Mention number of events		
D2	Dash Board (see clause 5.7)	Mention downtime in minutes in a month (if any)		
D3	Mobile Application (see clause 5.8)			

E. Detail of Resource Deployed along with their payment details disbursed electronically

S.N	Resource personnel	Name	Days of Work in month	Penalty (Amount to be deducted from the Bill)	Payment	Remarks
A1	Project Lead /Manager			Monthly Salary Multiplied by No. of Days of Absence and Divided by 30 Illustration : Suppose Salary = Rs. 30,000 Days of Absence = 02 Then Penalty will be :- $30,000 \times 2 / 30 =$ Rs. 2000/-	Furnish Detail of Payment done to Deployed Staff by Cheque No./ RTGS/ ECS in this column here	If an alternative manpower provided for any absentee, no amount/ penalty to be deducted. (details to be furnished by agency in this regard, if any)
A2	Social Media Manager					
A3	Content Analyst & Researcher					
A4	Graphic Designer					
A5	Content Writers (Eng.)					
A6	Content Writers (Hin)					
A7	Video Editor					
Total						

Note :

- DFCCIL, at its sole discretion, may impose a penalty, as deemed fit (if amount is no mentioned in penalty column), on selected agency for poor performance/ service during the period of empanelment
- This is subject to minor modification on the basis of actual situations.

Signature and Seal of Authorized Signatory

List of important clients

Including Railways /Other Government Ministry departments /PSUs/ Multilateral institutions etc since 2 years (2023-24 & 2022-23) for which eligible projects were carried out by the agency.

1. Summary Sheet

2. Details

Self attested copies of various work orders along with a top-sheet comprising summary (Number, Amount & Totals) to be submitted.

Details and Number of eligible projects completed/ongoing

(with duration and value (in Rs.) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21)).

- 1. Summary Sheet**
- 2. Details**

Self attested copies of various work orders along with a top-sheet comprising summary (Number, Amount & Totals) to be submitted.

Annexure- N (iii)

Details of eligible projects completed /ongoing for Government of India (Central/State/PSU).

with duration and value (in Rs.) during the last 3 financial years (FY 2023-24, 2022-23 & 2022-21)

- 1. Summary Sheet**
- 2. Details**

Self attested copies of various work orders along with a top-sheet comprising summary (Number, Amount & Totals) to be submitted.

Undertaking / Declaration with respect to MSE consideration under Public Procurement Policy for MSEs, Order 2012

TO WHOM IT MAY CONCERN

We _____ hereby declare and confirm the following with regard to the considerations under the Public Procurement Policy for MSEs, Order 2012:

- As per Section 7(4) of the Ministry of MSME's Notification No.S.02119(E) dated 26th June 2020, our enterprises, registered under Udyam Registration, are eligible to avail benefits under the said policy effective from 01.07.2020. We have ensured compliance by registering ourselves under Udyam Registration.
- We acknowledge that tender documents will be provided to MSEs free of cost in accordance with clause 8.30 of the Public Procurement Policy for MSEs, Order 2012.
- We Understand that MSEs, complying with clause 8.30, are exempted from the requirement of payment of the earnest money deposit (EMD).
- In the case of MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs, we confirm that such status has been indicated as required, and proof of the same is enclosed herewith.
- We affirm our interest in availing the benefits under the MSE notification of the Government of India dated 23.03.2012. Therefore, we have enclosed valid Udyam registration details with our offer. We understand that failure to provide valid Udyam registration may result in our offer not being considered for the benefits detailed in the said notification.

This declaration is made to the best of our knowledge and belief, and we undertake to abide by all the provisions mentioned above.

Signature and Seal of Authorized Signatory

Undertaking / Declaration with respect to Make in India Consideration

We _____ hereby undertake and declare the following with regard to the provision of Public Procurement (Preference to Make in India) Policy:

- As per the Public Procurement (Preference to Make in India) order 2017 dated 15.06.2017. and its revision dated 16.09.2020, and subsequent amendments, we acknowledge that only offers class I and class II vendors shall be considered for procurement /services.
- We commit to indicating the percentage of local content (100%) in our offer, as required under the policy.

This declaration is made to affirm our understanding and compliance with the provisions of the Public Procurement (Preference to Make in India) Policy. We assure that all information provided in this regard to the best of our knowledge.

Signature and Seal of Authorized Signatory

Undertaking / Declaration with respect to Restrictions of procurement/services from the bidders from countries sharing land borders with India.

We _____ Hereby declare and undertake the following with regard to the registration on procurement /services from bidders from countries sharing land borders with India, as per the Government of India Order (Public Procurement No.1 dated 23.07.2020):

1. We acknowledge that any bidder from a country which shares a land border with India must be registered with the Competent Authority as stipulated in the aforementioned Government of India Order to be eligible to participate in this tender.
2. We confirm that we are eligible to bid in this tender under the provisions of the Government of India Order (Public Procurement No.1 dated 23.07.2020), and we have complied with all registration with the Competent Authority.
3. We understand that failure to comply with the registration requirement may result in our bid being disqualified from consideration.

This declaration is made to the best of our knowledge and belief, and we undertake to abide by all the provisions mentioned above.

Signature and Seal of Authorized Signatory

Undertaking / Declaration with respect to Agency must be ready to ensure uninterrupted service continuity as the DFCCIL office undergoes relocation to Noida.

We _____ hereby undertake and declare the following with regard to ensuring uninterrupted service continuity during the DFCCIL office relocation to Noida:

1. We acknowledge the impending relocation of DFCCIL office to Noida and understand the importance of maintaining uninterrupted service provision during this transition period.
2. We commit to taking all necessary measures and precautions to ensure that our agency's services remain uninterrupted throughout the relocation process.
3. We understand the potential challenges and disruption mitigate these issues.
4. We pledge to coordinate closely with DFCCIL authorities and other stakeholders involved in the relocation process to minimize and impact on service delivery.
5. We assure DFCCIL of our full cooperation and readiness to adapt to any changes in operational requirements that may arise during and after the relocation.

Signature and Seal of Authorized Signatory

Performance Notice

DFCCIL
(Without Prejudice)

To M/s

Dear Madam/Sir

Contract Agreement No.

In connection with

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no, dated, you have failed to start service/ achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. , dated in reference to your representation, dated
3. As you have failed to abide by the instructions issued to commence the service/ achieve desirable standard of services, you are hereby given a notice to commence the service/ to make good the default, failing which further action will be taken as to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, DFCCIL is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

Kindly acknowledge receipt.

Yours faithfully,

Revocation of Performance Notice

DFCCIL
(Without Prejudice)

To M/s

Dear Madam/Sir

Contract Agreement No. _____

In connection with _____

1. Your attention is invited to this office/Chief Manager's office letter no. , dated in reference to your representation _____, dated _____
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

7 Days Notice

DFCCIL
(Without Prejudice)

To M/s

Dear Madam/Sir

Contract Agreement No.

In connection with

1. Performance Notice was given to you under this office letter of even no., dated but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days notice to commence the service to make good the default, failing which further action to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be Issued to you under which your contract shall stand rescinded and the services under this contract will be earned out independently without your participation and your Performance Guarantee shall also be encashed forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully,

Termination Notice

DFCCIL
(Without Prejudice)

To M/s

Dear Madam/Sir
Contract Agreement No.
In connection with

In connection with Seven days (7 days) notice was given to you under this office letter of even no. _____ dated _____ but your performance has not Improved/ you have taken no action to commence the services/ improve the quality of the services to the specified standards. Since the period of 7 days' notice has already expired, the above contract stands rescinded and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner In any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/ forfeited.

In addition, your participation as well as participation of every member/ partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said DFCCIL for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully,

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we (Name of agency/Agency)with reference to agreement no. raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- a. Claim 1- Detailed at Annexure-
- b. Claim 2 -
- c. Claim 3 -

I/we _____ (post of Officer)with reference to agreement no. hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities,withholding of certificate and demand arbitration in respect of following claims:

I/we _____do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant Signature of Respondent

Agreement under Section 31(5)

I/we _____(Name of claimant) with reference to agreement no. hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 9.5(h).

Signature of Claimant Signature of Respondent

* Strike out whichever is not applicable.

Certification by Arbitrators appointed under Settlement of Disputes - Arbitration and Conciliation Rules Conditions of Contract

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. I do not have more than ten on-going Arbitration cases with me.
5. I hereby certify that I have been empanelled as DFCCIL Arbitrator as per 'The Arbitration and Conciliation Act-1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind

Or

I have a past or present relationship in relation to the subject matter in dispute. Whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration.

End of Tender Document
