Date: Nov 21, 2023

## No. WAS/Tender/1/2023 Embassy of India Washington DC

# Tender Notice - Hiring of Social Media Agency for managing online presence on social media platforms in respect of Embassy of India, Washington DC

Embassy of India, Washington DC, invites bids from reputed Social Media Agency for performing annual services for Embassy of India as listed in the Scope of Work. The bids may be sent in 2(two) **sealed envelopes** clearly labelled:

- (i) Envelope 1: Technical Bid for Social Media Management
- (ii) Envelope 2: Financial Bid for Social Media Management
- 2. Both the above envelopes should be addressed to:

Neha Singh
First Secretary (Press, Information & Culture)
Embassy of India
2107 Massachusetts Ave, NW,
Washington DC 20008

- 3. In the Technical Bid, companies should provide details of management, owners, nationality, origin and experience in the field of work. The Technical Bid should also clearly indicate the details of human resources, to be dedicated to this work, along with their respective technical expertise.
- 4. The Embassy of India is exempted from payment of any taxes by US Department of State. Thus, the Financial Bids submitted should not include any tax.

- 5. Bids may be submitted at the latest by 05:00pm on Dec 13, 2023.
- 6. In the first stage, only the Technical Bids will be opened on the appointed date and time in the presence of those bidders who may desire to be present at that time. The Technical Bids will be examined and evaluated by the Tender Committee of Eol Washington DC. The second and last stage will be the opening of the Financial Bids. The Financial Bids of only those bidders would be opened who qualify the Technical Bid stage.
- 7. The Financial Bids of the bidders qualifying stage 1 would be compared by the Tender Committee and the Contract shall be awarded to the Lowest Bidder (L1).

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First Secretary (Press, Information & Culture)
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## A. Scope of Work

The Social Media agency would facilitate Embassy of India in enhancing its social media outreach by:

- Developing a strategy to enhance Embassy of India's presence on social media (Facebook, Twitter, Instagram, YouTube and any other platform) and engaging a wider audience
- Implementing Social Media Analytics including sentimental analytics to gather useful and credible information on foreign policy issues trending on social media at the local/regional/national level, through a team deployed 24x7 for Social Media management and analysis
- 3. Managing Embassy of India's response on social media channels on issues/topics identified through social media analysis and/or as indicated by Embassy of India
- 4. Producing quality content such as graphics, infographics videos as required, GIFs, PowerPoint presentations, animations for use on social media platforms of the Mission
- 5. Editing and uploading the content created, on Embassy of India's social media platforms on immediate basis
- 6. Retweeting, Sharing, 'Liking' and 'Commenting' on (preferably in the local language) the content shared by Embassy of India/Government accounts
- 7. Identifying and engaging with online influencers in USA
- 8. Promoting Mission's events and activities on social media
- 9. Coverage of events (both in and out of the city) as and when required by the Mission to shoot short videos for dissemination through social media
- 10. Implementing any new social media initiatives/modules as and when required.

- 11. Congressional Analytics
- 12. Suggesting content on areas of India-US bilateral relations.
- 13. Initial Contract will be for a year which may be renewed on mutual agreement basis.
- B. Designation of social media Team.

# Indicative on-site team composition (minimum 10):

- Digital communication & Content strategy experts (minimum 2)
- Content writers and researchers (minimum 2)
- Graphic designers (minimum 2)
- Video editors (minimum 2)
- Social media analytics & listening experts (minimum 2)

## Indicative off-site team composition (minimum 5)

- Voice over artists (English & Hindi) (minimum 1)
- Script writers (English & Hindi) (minimum 1)
- Social media analytics & listening experts (minimum 1)
- Video editors (minimum 2)

# Requirement of qualification & experience of the team members

# Digital communication/Content strategy expert

 MBA or equivalent degree from a reputed college with minimum 5 Years of experience in Digital Marketing field. Demonstrable experience in Content and Social Media Marketing. Good communication and presentation skills, with capability to strategize the online activities for promotion of events, campaigns, digital communication etc.

## Content writer and researcher

 Graduate from a reputed college with minimum 3 Years of experience in social media marketing, demonstrable experience in content writing, storyboards for videos/graphics, etc. Well-versed in English & Hindi and

<sup>\*</sup>Two members of the on-site team to function as co-coordinators for easy client interface.

experienced in creating highly engaging posts on various social media platforms.

## Graphic designer/video editor

Graduate from a reputed college with a creative flair to develop graphics, video creatives & concepts, up-to-date knowledge of industry software and a professional approach to time, costs and deadlines. Developing design briefs by gathering information and data through research. Working with a wide range of media, including photography and computer aided design. At least 3 years of extensive video designing and editing experience for video content which have been displayed on various social media platforms.

# Social media analytics/listening expert

 Graduate from a reputed college with minimum 3 Years of work experience in analysing social media on different platforms including Twitter, Facebook, YouTube, Instagram, LinkedIn etc. Up-to-date knowledge of industry software & social media analysis tools.

# Script writer

 Graduate from a reputed college with minimum 3 years' experience in script writing for social media. A clear writing style with a creative flair and impeccable knowledge of spelling & grammar. Proficiency in English & Hindi language, should generate content based on the requirement.

#### Voice over artist

 Graduate from a reputed college with minimum 3 years of recording experience in English and Hindi. Fluent speaker with proper and clear enunciation. Consistency with energy articulation, pitch control & characterisation.

4

C. Validation & Extension of Contract: - Initial Contract will be for a period of one year which may be renewed on mutual agreement basis, subject to satisfactory performance and with the written consent of the agency

# D. Minimum Eligibility Criteria: -

- (i) The agency should have a minimum experience of three years in the field of Social Media Management and analysis. The agency should also furnish copies of award of contract/work order along with certificate of satisfactory performance from whom they had/have contract.
- (ii) The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the firm or its owner or partners anywhere in India/USA.
- (iii) The agency should submit a certificate that information given by them is correct and they will abide by the decision of Embassy of India, Washington DC

E. **Technical Evaluation**: - The technical evaluation of bidders shall be made on following points –

	on following points –					
Social management capabilities	Media	Dashboard for Social Media Integration (Twitter, FB, LinkedIn, Google+ etc.)	on the basis			
Social management capabilities	Media	Ownership of Third party softwares/Licenses held for home-grown softwares; knowledge of their usage. (eg. Coral draw, photoshop, video/audio editing etc.)	5 marks (on the basis of presentation)			
Social management		Affiliation with or direct contract from social media networks such	5 marks (on the basis of presentation)			

	as Facebook, Twitter, Google Plus etc.	
Social media footprint increase	Strategy to increase the social media presence of Embassy (to be assessed in terms of followers periodically)	5 marks (on the basis of presentation)
Social media footprint increase	Scalability- expansion/accommod ation of new accounts of Embassy/Missions/po sts)	5 marks (on the basis of presentation)
Social Media analysis	Strategy & Resources (Human/Technological ) for social media analysis	5 marks (on the basis of presentation)
Social Media analysis	Creation of analytical reports & Summarizing of the social media developments of the day	5 marks (on the basis
Security	Disaster management (response management) & Data security. Safety mechanism to preventunauthorized access	5 marks (on the basis of presentation)

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	to Social Media platforms.		
Manpower	Total manpower employed by Agency		
Relevant experience		[3 =< 4 = 2 marks 4 =< 5 = 4 marks 5 =< 6 = 6 marks	
Relevant experience	and analysis in private sector in number of years (An experience of at least 3 years)	10 marks [3 =< 4 = 2 marks 4 =< 5 = 4 marks 5 =< 6 = 6 marks 7 =< 8 = 8 marks >= 8 = 10 marks]	
	with/currently	10 marks [ 1 - 2 = 2 marks 3 - 4 = 4 marks	

	Govt./PSU sector	5 - 6 = 6 marks			
		7 - 8 = 8 marks			
		> 8 = 10 marks]			
	Number of projects undertaken with/currently working with; private sector enterprises.	3 - 4 = 4 marks			
Turnover	Turnover of the Agency over the last three years	10 marks  [ 1 <= 1.2 crore = 2 marks  1.2 <= 1.4 crore = 4 marks  1.4 <= 1.6 crore = 6 marks  1.6 <= 1.8 crore = 8 marks  > 1.8 crore = 10 marks]			
TOTAL	TOTAL	100 marks			

# F. Financial Evaluation:-

- (i). Only the agencies which qualify the Technical evaluation round, will be eligible to participate in the financial bidding round.(ii). The bidder/agency applying should quote their 'monthly rates in USD/INR.' for the complete scope of work.

- (iii). No change in financial bids is allowed after the last date of submission of tender documents.
- (iv). After evaluation of financial bids, the bidder will be awarded the contract as per Quality and Cost Based Selection (QCBS) system.

#### G. Selection Criteria:

QCBS method shall be adopted with weightage of 70% for technical proposal and 30% for the financial proposal.

 $S_t = (S_{tm} / S_H * 100)$ , where

St is the Technical Bid Score

S<sub>tm</sub> = Total technical bid marks of the bidder under consideration

S<sub>H</sub> = Highest Total Technical bid marks amongst all evaluated

bids.

• Financial Bid Score: The bidder/agency applying will quote their 'per month rates' (F) (inclusive of applicable taxes). The Financial Bid Score 'S<sub>f</sub>' of the Bidder shall be derived as under

 $S_f = (F_L / F * 100)$ 

Where.

S<sub>f</sub> is the Financial Score

F<sub>L</sub> is the value of the lowest Commercial Bid

F is the price quoted in the bid under consideration.

- The Total score of the Bidder will be determined as under Total Score = (T<sub>S</sub>) = (0.7 x S<sub>t</sub>) + (0.3 x S<sub>f</sub>)
- The bid of the bidder, who obtains the highest  $T_s$  value, will be rated as the Most Responsive Bid. In the event of the same  $T_s$  score of bidders, the bid with the highest technical score ( $S_t$ ) will be rated as the most responsive bid. Beyond that, Tender Evaluation Committee will decide the matter in its full discretion.

**Award of Work:** Will be awarded to the Most Responsive Bidder, having highest composite score.

## H. Other Terms & Conditions:

- 1. Tender received after the closing date and time will not be entertained.
- 2. The Embassy reserves the right to extend the last date and time for submission of the bids as its own discretion.
- 3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Embassy will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Embassy until execution of a contractual agreement.
- 4. The bids shall remain valid for a period of 180 (One hundred & eighty) days.
- 5. Failure to furnish all the required information may result in rejection of the
- 6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Embassy. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.
- 7. Any notice by one party to the other pursuant to the Contract shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
- 8. To assist in technical evaluation, the Embassy reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
- 9. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.

- 10. **Proprietary Rights:** The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender. The communication that is designated as "Confidential Information", shall be held in confidence by the Contractor. Any non-authorized disclosure of such communication shall constitute a breach of the material terms of Agreement.
- 11. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the firm/agency.
- 12. The Embassy reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Embassy for rejection of his proposal.
- 13. The agency who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a quarter indicating full description.
- 14. **Equipment & Softwares:** Agency must procure and provide all the hardware and software licenses required to its project team to enable them to meet the target assignment. The Contractor also undertakes the responsibility for maintenance, repair and replacement of the above equipment. The contractor is expected to procure and use any/all software (licenced) required in connection with this contract for Social Media Management & Analysis.
- 14. The Embassy requires that the company engages professionals in the field of digital marketing/journalism, graphic designing, video-audio editing, social media analysis to undertake the project and reserves the right to call for the resumes, documents relating to their professional background, expertise and their achievements.
- 16. **No Subcontracting**: The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.
- 17. Quality of creatives and timely uploading them on the social media handles of the Embassy within the time schedule are of paramount

importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

18. The agency selected through this tender must provide the Embassy access to all the source code & material/data utilized for the scope of this tender.

### 19. Confidentiality & Secrecy

- a) Secrecy of the matter given should be maintained at all times by the Contractor.
- b) Contractor hereby acknowledges that the copyright of the translated and/or transcribed text/content rests with the Embassy for both text and visuals.
- c) Contractor is not authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without the written permission of the Embassy.
- 20. **Earnest Money Deposit**: A bidder is required to submit Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six lakh only) / US\$ 7239/- in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks, safeguarding the purchaser's interest in all respects, valid for a period of 45-days beyond the final bid validity period, in favour of Embassy of India, Washington DC
- 21. INDEMNIFICATIOM: The Contractor shall indemnify, defend and hold and save harmless, the Embassy and its officials and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Embassy, including but not limited to all litigation costs and expenses, attorneys' fees, settlement payments and damages, based on arising from or relating to:
  - Allegations or claims that the possession of or use by the Embassy of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the Embassy of External Affairs under the terms of the Agreement, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications thereof, or otherwise

- specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
- Any act or omission on the part of the Contractor, or Contractor's
  Personnel or anyone directly or indirectly employed by the
  Contractor in the performance of the Agreement, which gives rise to
  legal liability to anyone not a party to the Agreement including,
  without limitation, claims and liability in the nature of a claim for
  worker's compensation.
- The indemnity set forth, above, shall not apply to:
  - (i) A claim of infringement resulting from the Contractor's compliance with specific written instruction by the Embassy directing a change in the specifications for the goods, property, materials, performance of the Agreement requiring the use of specifications not normally used by the Contractor; or
  - (ii) In addition to the indemnity obligations set forth in this Article, the Contractor shall, at its sole expense, defend the Embassy and its officials, agents and employees, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
  - (iii) The Embassy shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of the Embassy or any matter relating thereto, for which only the Embassy itself is authorized to assert and maintain. The Embassy shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choice.

## I. Performance Guarantee

The successful bidder shall provide a Performance Bank Guarantee for the due and faithful performance of contract for a sum of 3% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

# J. Penalty Clause/ Liquidated damages

- (i) If at any future point of time it is found that the contractor has made a statement which is factually incorrect or if the Contractor does not fulfill any of the contractual obligations or found to be in breach of the terms & conditions of this contract, the Embassy may take a decision to cancel the Agreement with immediate effect, forfeit the Performance Bank Guarantee deposited by the Contractor and / or debar the Contractor from bidding prospectively for a period of three years or take any other action as deemed necessary.
- (ii) Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc. decision of the Competent Authority of the Embassy will be final and binding.
- (iii) A periodic quarterly review shall be made regarding the fulfilling of contractual obligations to the satisfaction of the Embassy

# K. Force Majeure

- The Embassy may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
- Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

- In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy of External Affairs shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy of External Affairs shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

#### L. Termination

- It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and the contract is executed as per agreed terms and conditions.
- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.

# M. Payment upon Termination

In case of the termination of the Contract, Embassy shall pay the selected bidder for that part of the Services which have been authorized by Embassy and satisfactorily performed by the selected bidder upto the date of termination. Without prejudice to any other rights, Embassy may retain such amounts from the payment due and payable by Embassy to the selected bidder as may be required to offset any losses caused to Embassy because of any act/omissions of the selected bidder.

#### N. Closure of Contract

While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" may be taken from the contractor.

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