

REQUEST FOR PROPOSAL (RFP)

**Selection of Agency for Social Media Management
for Delhi Skill and Entrepreneurship University (DSEU)**

Tender Ref. No. [03/DSEU/2021]

Dated 05/03/2021

Issued by

Delhi Skill and Entrepreneurship University
Integrated Institute of Technology Complex,
Sector 9, Dwarka,
New Delhi-110077

Disclaimer

All information contained in this document, subsequently provided/ clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. DSEU reserves the right to cancel this document, and/or invite afresh proposals with or without amendments to this document without liability or any obligation for such document, and without assigning any reason. DSEU reserves the right to take final decision regarding award of contract.

Submission of proposals under RFP mode doesn't guarantee evaluation or allocation of work. Under no circumstances will DSEU be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly by application or non – application to this RFP.

Contents	
INVITATION FOR BID	6
Issuer	6
About the RFP Document	6
Bidding Data Sheet	6
The bidders shall submit Bid Securing Declaration in the format (Form - 11)	7
INSTRUCTION TO BIDDERS	7
Procedure of Submission of Bids	7
Bidder Qualification	8
Instructions for Prequalification and Technical Bid Preparation	9
Instructions for Commercial Bid Preparation	10
OPENING OF BIDS, EVALUATION, AND AWARD OF CONTRACT	11
Opening of Bids	11
Bid Evaluation Criteria	11
Preliminary Examination	11
Evaluation Methodology	11
Clarification	11
Evaluation Process	12
Stage 1: Prequalification And Technical Evaluation	12
Stage 2: Commercial Evaluation of Bids	12
Stage 3: QCBS Evaluation	12
Opening of Commercial Bids	12
Evaluation of Commercial Bids	12
QCBS Evaluation	12
Post Qualification and Award Criteria	13
Notification of Award	13
Notification to Bidder	13
Performance Security	13
Signing of Agreement	13
TERMS OF REFERENCE	13
PAYMENT SCHEDULE	17
GENERAL CONDITIONS OF BID	17
Bid Currencies	17

Authentication of Bids	17
Amendment of RFP Document	17
Validation of Interlineations in Bid	17
Cost of Bidding	17
Language of Bids	18
Bid Prices	18
Bid Validity Period	18
Modifications and Withdrawal of Bids	18
Contacting DSEU.	18
Right to accept any Bid and to reject any or all Bids	18
Expenses for the Agreement	18
Failure to agree with the Terms & Conditions of the RFP/Contract	19
Rejection on grounds of malpractices	19
Concessions permissible under statutes and Income Tax Liability	19
Force Majeure	19
Definition of Force Majeure	19
Force Majeure events	20
Consultation and duty to mitigate	20
Restriction due to COVID-19	20
Limitation of Liability	20
Indemnity	21
Intellectual Property Rights	21
Confidentiality	21
Deliverable Acceptance Procedure	22
Conflict of Interest	22
Term and Termination	22
Miscellaneous	24
ANNEXURES	26
Section I – Format for Qualification and Technical Bid	26
Form 2(a): Pre-qualification Criteria checklist	27
Authorized Signatory Company Seal	28
Form 3: General Information about the Bidder	31

Form 4: Organization Project Experience	31
Form 5: Affirmative Statement for Conflict of Interest	33
Form 6: Self-Certificate for number and details of qualified Manpower/Employees	34
Form 7: Profiles of the proposed core team members & experts to be deployed for the project	35
Form 8: Description of the approach and methodology for the project	36
Form 9: Work plan for performing the assignment	37
Form 10: Financial Information	38
Form - 11 Bid Securing Declaration	39
Form 12: Format for Commercial Bid	40

1. INVITATION FOR BID

1.1 Issuer

- a. Delhi Government has set up the Delhi Skill and Entrepreneurship University (DSEU) which is envisioned to be a world-class institution that provides quality education in applied sciences and skilling, has close industry linkages, focuses on market readiness, promotes innovation and entrepreneurship, delivers lifelong learning opportunities to candidates, and provides a trained and employable human resource that can drive Delhi and the nation's economic growth. It will differentiate itself from existing skilling institutions by making vocational education aspirational.
- b. This Request for Proposal (RFP) is for a Selection of Agency for Social Media Management for Delhi Skill and Entrepreneurship University (DSEU) thereby enabling the University for making informed decisions regarding the choice and selection of courses and managing associated processes. The Social Media Management Agency engagement will initially be for 6 months and maybe extended further subject to the Vice Chancellor's decision.
- c. Any proposal received by DSEU after the deadline for submission of proposals as mentioned in section 1.3 'Bidding Data Sheet' of the document shall be summarily rejected and returned unopened to the bidder(s). No further correspondence whatsoever on the subject shall be entertained.
- d. Please note that all references to 'bidder' in this RFP refer to the Lead Bidder together with a maximum of two consortium partners. All references to 'Lead Bidder' refer to the Lead Bidder alone.

1.2 About the RFP Document

- a. This RFP provides information regarding the Project, Scope of Work, Technical requirements, and other related information to the bidder(s).
- b. The bidders are expected to examine all instructions, forms, terms, project requirements, and other information in the RFP documents. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

1.3 Bidding Data Sheet

S. No	Particulars	Details
1	Tender ID	[04/DSEU/2021]
2	Tender date	05 th March 2021
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method (80:20) , subject to Bidder meeting the Qualification Criteria and Minimum Technical Qualification Score
4	Name of the Tender Inviting Authority	Registrar, Delhi Skill and Entrepreneurship University, Integrated Institute of Technology Complex, Sector 9, Dwarka, New Delhi
5	RFP issued by	Delhi Skill and Entrepreneurship University (DSEU)
6	Availability of RFP	RFP can be downloaded from www.tte.delhigovt.nic.in

7	Nodal Officer for correspondence and Clarification	Registrar, Delhi Skill and Entrepreneurship University, Integrated Institute of Technology Complex, Sector 9, Dwarka, New Delhi
8	Pre-bid Meeting	Online. 14:00 hrs, 15th March 2021 Link will be shared in due course.
9	Last date for Pre-bid queries	17:00 hrs, 16th March 2021 via Email (registrar@delhigovt.nic.in) or by post to Nodal Officer's correspondence address
10	Issue of addendum/ clarification (if any and if required)	17:00 hrs, 19th March 2021 through https:// www.tte.delhigovt.nic.in
11	Last date and address of bid submission	Proposals must be submitted no later than 17:00 hrs., 26th March 2021 in hard copy.
12	Date and Address for Opening of Qualification Bid and Technical bid	11:00 hrs., 30th March 2021 at Delhi Skill and Entrepreneurship University, Integrated Institute of Technology Complex, Sector 9, Dwarka, New Delhi
13	Opening of Commercial bid for Technically Qualified bidders	11:00 hrs, 5th April 2021 at Delhi Skill and Entrepreneurship University, Integrated Institute of Technology Complex, Sector 9, Dwarka, New Delhi
15	Bid Validity Period	90 days from the date of opening of bids
16	Commencement of the Assignment	12th April 2021

1.4 The bidders shall submit Bid Securing Declaration in the format (Form - 11)

2. INSTRUCTION TO BIDDERS

2.1 Procedure of Submission of Bids

- a. The Proposal has to be submitted in hard copy containing following cover stage-
 - A. Technical Bid Open Stage
 - B. Financial Bid Open Stage
- b. The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from www.tte.delhigovt.nic.in . The RFP will be available to download from the above website from **05-03-2021 to 26-03-2021 (15:00 Hrs.)**. The last date for submitting a proposal/bid will be **26-03-2021 up to 17.00 Hrs.** Technical Bid will be opened on **30-03-2021 at 11:00 Hrs.** Please refer to the RFP document for complete details.
- c. The undersigned reserves the right to issue addendum/corrigendum/modification or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned or DSEU for the same.
- d. A Two (2) envelope system shall be followed for the bid. The bids submitted, shall comprise of the following 2 envelopes:
 - **Envelope A:** Prequalification and Technical Bid
 - **Envelope B:** Financial Bid

e. The Bid shall include the following documents:

	Document Type	Document Format
1	Prequalification and Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this document and formats provided in <i>Annexures</i> of this tender document
2	Financial Bid	The Financial Bid shall be prepared in accordance with the requirements specified in the format prescribed in <i>Annexure</i> of this tender document.

f. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., as per the formats given in the RFP document at Registrar, Delhi Skill and Entrepreneurship University, Integrated Institute of Technology Complex, Sector - 9 Dwarka New Delhi.

DSEU shall not receive any late proposal i.e. proposal reaching after submission date for reason whatsoever and shall return the same to the bidder.

g. The bidder(s) should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid, commercial bid and compliance to technical specification only.

h. DSEU will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected.

i. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the DSEU reserves the right to reject the bid.

j. **Instruction for Hard Copy Submission:** The bidders should submit the hardcopies of the bids on or before the last date of submission of bids 26-03-2021 on or before 17:00 hrs.

A. Signed copy of bid document as a token of acceptance of the clauses and terms & conditions of the RFP.

B. Letter of Authorization / Power of Attorney

k. All these documents as mentioned above should be sealed in an envelope and to be submitted in the O/o Registrar, Delhi Skill and Entrepreneurship University, Integrated Institute of Technology Complex, Sector 9, Dwarka, New Delhi with the bid no., submission time & date mentioned in the bid document. The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

l. Only one hard copy is required to be submitted.

2.2 Bidder Qualification

a. The Bidder as used shall be a registered legal entity in India and bidder should have legal existence of at least three (3) years as on the date of publication of the bid and bidder should have an operational office in India.

b. The Bidder must be a registered company under the Indian Companies Act, 1956 or the Indian Companies Act, 2013 or a Society/ Trust registered under Registration Act, 1860 or the Act, 1882, Central and State Public Sector Entity and or any other applicable statute conforming to the rules laid down by the concerned State Government. The Bidder or a member of the Consortium may either be a sole proprietorship firm/a partnership firm/a limited liability partnership/a company incorporated under the applicable laws of its origin.

c. The bidder should have, during the last three years (2017-18, 2018-19 and 2019-20) neither failed to perform on any agreement, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration against the bidder, nor been expelled from any project or agreement

or have had any agreement terminated for breach, as evidenced by imposition of a penalty by a final arbitral or judicial pronouncement against the bidder. Self-certificate from the bidder's authorized representative may be used as a supporting document for this criteria.

- Please note that at any point in time, if the Client finds that self-certificate is forged or misinformation is provided to the University, then the bidder is liable to be disqualified, barred from participating in any future bidding process and the University has the right to claim the cost and any losses that the University has suffered due to such action.
 - In case, due to such misrepresentation, the work gets awarded and commences, and the bidder does not have the ability to perform the work, the University has the right to recover the money back along with the compounding interest rate.
- d. Bidding firm(s): the Bidder can be a single company or Society or Trust or a consortium of companies, Societies or Trusts or any of the combinations as defined in Section 2.2.b.
- e. The number of partners in the consortium including the Prime Applicant should not exceed three.
- f. The Prime Applicant should be the Single Point of Contact (SPOC), who has signed the Bid Forms, which are part of Technical and Commercial bids. The SPOC may be either the Principal Officer or their duly Authorized Representative. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or the Authorized Representative.
- g. It is further clarified that the SPOC must certify whether he/she signs as the Constituted Attorney of the Company. The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.
- h. If jointly bidding, the bid should include a brief description of the roles and responsibilities of individual members;
- a. An individual bidder cannot at the same time be a member of a Consortium applying for the Assignment.
 - b. Further, a member of a particular Bid Consortium cannot be member of any other Bid Consortium applying for the Assignment;
 - c. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
 - d. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal.
 - (i) The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: a) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (ii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - (iii) clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - (iv) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

J. Submission of Progress Reports: The chosen bidder shall submit a monthly progress report and detailed time sheets in agreed formats to DSEU. The monthly progress report must include as a minimum (a) general description of the work performed in the preceding month (b) work plan for the next month and quarter (c) key issues and challenges facing the Assignment with action items (who, when, what) listed and (d) issues that need DSEU's attention and action.

2.3 Instructions for Prequalification and Technical Bid Preparation

- a. The Technical Bid should contain a detailed description of how the bidder will conduct required services as outlined in this RFP. It should articulate in detail, as to how the bidder's proposed solution meets the requirements specified in the RFP.
- b. The Technical Bid shall not contain any pricing information.

- c. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. DSEU will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- d. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. DSEU's interest is in the quality and responsiveness of the proposal.
- e. Manpower deployment: Selected bidder must deploy personnel with requisite qualification and sufficient experience as per the scope mentioned under this RFP.

2.4 Instructions for Commercial Bid Preparation

- a. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial bid.
- b. Prices shall be quoted entirely in Indian National Rupees (INR).
- c. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- d. The price should be quoted inclusive of all taxes, duties, and charges and levies as applicable.
- e. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the project.
- f. Discount, if any, must be merged with the quoted prices and not indicated separately. Any discount offered separately shall not be taken into account for the evaluation purpose.

2.5 Minimum Qualification Criteria

- a. The bidder must be a legal entity. The bidder should be in business for at least three years as on bid submission date. The bidder should not have been blacklisted or terminated.
- b. The average annual turnover of the bidder for the financial years (2017-18, 2018-19 and 2019-20) should be at least 25 lakhs INR.
- c. The bidder should have a minimum average turnover from social media management or works of similar nature of INR 10 lakhs in the last three financial years i.e. 2017-18, 2018-19 and 2019-20.
- d. The bidder must have an experience of at least 3 years in Social Media management and must have completed at least two projects worth Rs. 10 lakhs each for any Centre/State Govt agency, PSUs, Universities (either pvt. or government), industry, or social sector.
- e. The bidder must have experience of having managed at least two projects for handling/ managing social media for start-ups/ young enterprises/ new ventures in the last 3 years (completed projects).

3. OPENING OF BIDS, EVALUATION, AND AWARD OF CONTRACT

3.1 Opening of Bids

The bid shall be opened in the presence of bidder(s) representatives (only one) at bid opening sessions on the specified date, time, and address as mentioned in 'Bidding Data Sheet' or online due to the prevailing COVID situation with one representative from the bidder's side allowed to view the proceedings virtually (online).

3.2 Bid Evaluation Criteria

a. Preliminary Examination

The Evaluation Committee duly appointed by DSEU shall see the following:

- a. The bids are marked as required in the RFP, i.e. Technical and Commercial Bids are enclosed in separate envelopes and marked as given in the RFP.
- b. Committee will examine the Technical Bids to determine whether they are complete, whether the Bid format conforms to the Bid Document requirements, whether the documents have been properly signed, and whether the Bids are generally in order.

The committee may waive any informality or nonconformity or irregularity in a bid that does not constitute a material deviation according to Committee, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

b. Evaluation Methodology

- i. The Evaluation Methodology proposed to be adopted by the Committee will be the Quality cum Cost Based Selection (QCBS) method.
- ii. Technical and Commercial bid will get weightage as under:

S. No.	Proposal	Technical bid score weightage	Commercial bid score weightage
I.	Selection of Agency for Social Media Management for the Delhi Skill and Entrepreneurship University	80%	20%

- iii. The bid that obtains the highest Total Score (TS) value will be rated as the Successful Bidder.
- iv. Detailed Methodology for Technical Evaluation

c. Clarification

- i. When deemed necessary, during the Bid Evaluation process, DSEU may seek clarifications or ask the bidders to make a presentation on any aspect(s) from any or all the bidders. However, that would not entitle the bidder(s) to change or cause any change in the substance of the bid submitted or the price quoted. The technical bid shall consist of a detailed approach and methodology along with timelines and all other documents mentioned in the RFP. The technical presentation is required to be given on a separate date and time which shall be communicated in due course. The bidders are requested to note that the technical presentation shall not have any content which is not submitted as part of the technical bid document submitted as part of the proposal. The technical bid (including the approach and methodology) shall be received in report format and not as a presentation.
- ii. The Commercial Bids of disqualified bidders will be returned unopened on formal written request to DSEU.
- iii. Conditional bids will be rejected.

d. Evaluation Process

The evaluation process shall comprise of the following stages:

- i. Stage 1: Prequalification and Technical Evaluation**
- ii. Stage 2: Commercial Evaluation**
- iii. Stage 3: QCBS Evaluation**

The details of the evaluation procedure, under each of the above mentioned 3 stages, are given below:

Stage 1: Prequalification And Technical Evaluation

- Bidders who meet the minimum qualification criteria defined in the Qualification Checklist, as per **Form-2(a) of Annexure Section-I** in this RFP, will be qualified and eligible for further bid evaluation.
- DSEU will evaluate qualified bidders on the basis of the Technical Bid submitted by them. Technical Presentation by the qualified bidders is proposed in the Technical Bid Evaluation. The objective of this step is to give bidders the opportunity to demonstrate their capabilities of proposed services/products to prove the idea and feasibility as envisioned in the RFP.
- The bidders who achieve the cumulative Technical Score of 60 marks shall be considered as Technically Qualified Bidders (TQB). Please note that the maximum technical score is 100.

Stage 2: Commercial Evaluation of Bids

The commercial bids of only the Technically Qualified Bidders of **Stage 1** shall be opened and considered for further evaluation.

Stage 3: QCBS Evaluation

The technical and commercial scores of the shortlisted bidders shall be taken into consideration for the QCBS Evaluation.

3.3 Opening of Commercial Bids

The Commercial Bids of only Technically Qualified Bidders will be opened by the Committee appointed by DSEU in the presence of bidders' representatives (only one) who choose to attend the Commercial Bid opening on date and time to be communicated to all the Technically Qualified Bidders or online due to the prevailing COVID situation with one representative from the bidder's side allowed to view the proceedings virtually (online). The bidder's representatives who are present shall sign a register evidencing their attendance and the representatives attending online shall also be recorded in the register with "online" marked in front of their names. The name of the bidder, bid prices, etc. shall be announced at the meeting.

3.4 Evaluation of Commercial Bids

- i. It is mandatory for the bidder to submit the total quoted price inclusive of all tax, duties, charges, and levies, as applicable, for the services duly filled in the format provided in **Form-12 of Annexure Section-II**.
- ii. The Commercial Bids shall be evaluated by DSEU for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures the amount in words shall prevail.
- iii. Based on the Evaluation Criteria mentioned in the following clause, a Commercial Bid Score (SF) in percentage shall be assigned to each Bid.
- iv. Commercial Bid Score (SF) in percentage for each bid shall be computed as follows: $SF = 100\% \times (FL/F)$; Where:
 - F is the Total Bid Price quoted in the bid under consideration
 - FL is the value of the lowest Commercial Bid

3.5 QCBS Evaluation

- i. As stated above, the Evaluation Methodology proposed to be adopted by DSEU will be the Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 80% (denoted by T) and Commercial Bid Score a weightage of 20% (denoted by C).
- ii. Description of variables used:

ST is the Technical Score for each Bid as calculated out of 100%

SF is the Total Commercial Score (normalized) for each Bid

- iii. Bids will be ranked according to their combined Technical Score **ST** and Financial Score **SF** using the weights (T = the weight given to the Technical Bid; C = the weight given to the Commercial Bid; T + C = 100%):
- iv. **Total Score (TS)** for each Bid shall be computed as follows:

$$TS = ST \times T\% + SF \times C\%$$

The Bid, that obtains the highest Total Score (TS) value, will be rated as the Successful Bid.

3.6 Post Qualification and Award Criteria

- i. The Best Evaluated Bidder according to QCBS evaluation will be considered for award of a contract by DSEU. The firm achieving the highest Total Score (TS) will be invited for an award of work.
- ii. An affirmative determination will be a prerequisite for the award of the Contract to the Bidder. A negative determination will result in the rejection of the Bidder's bid.

3.7 Notification of Award

a. Notification to Bidder

Prior to the expiry of the Bid validity period, DSEU will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by Letter of Intent (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

b. Performance Security

Prior to the signing of the Agreement, DSEU shall promptly request the Selected Bidder to provide 3% of the value of the contract as Performance Security pursuant to this RFP.

c. Signing of Agreement

The selected Bidder shall enter into an agreement with DSEU by signing a contract, incorporating all the terms and conditions, deliverables, responsibilities, payment schedules, project schedule etc.

4. TERMS OF REFERENCE

4.1 The **scope of work of the Social Media Management Agency** would be to support DSEU and perform the following functions:

The Agency shall perform the following functions:

1. **Social Media Management:** On a daily basis, various departments of the government share important updates with the press for dissemination to the public. This content needs to be re-written/ re-drafted as per the requirements of digital and social media. The content could be (but not limited to), in the form of:
 - a. **Content for Articles/ Opinion Pieces:** The Press Releases and information released by the various departments needs to be rewritten or re-packaged as articles or opinion pieces or posts on various social media platforms.
 - b. **Graphics Creation:** A team of graphic designers will work on converting data and information released by various departments into infographics and other graphical representations to be published across multiple social media platforms.
 - c. **Video team:** A video production team including producers, GFX creators, editors, VO artists etc will be required to create digital videos that can be published on various social and Digital and Social Media platforms.
 - d. **Management of Social Media Accounts:** - The agency will be expected to manage the social media handles/accounts across various platforms of the concerned department which will be approved by the concerned department. The agency is expected to manage the day-to-day management of this account, responses to citizens reaching out to the department on social media and directing grievances to the

allocated authority.

e. Strategy for campaigns: The agency will be expected to plan social media awareness campaigns around the various schemes and projects that need to be highlighted and communicated to citizens. The agency should have a background in planning such campaigns.

2. **Digital and Social Media Monitoring:** The agency should have the expertise to track all news and information, conversations, social media posts online pertaining to releases issued by the government and citizens feedback on issues related to governance.
3. **Management of Digital Media Lab of the University:** The Digital Media Lab will be used for recording high quality, uniformly structured lecture videos and disseminating them among the students across all WCSCs. A team of subject experts shall be constituted and trained for recording these lectures and these members shall take various roles on a rotational basis. The Digital Media Lab shall be equipped with high-end digital recording cameras, lighting set-up, audio recording system and the latest technology computer systems with various editing software. The Digital Media Lab will also be used for producing professional videos for promotional and out-reach purposes. And the agency shall support the University staff and faculty by providing technical assistance to them.
4. **Branding and Communication:** The agency will be required to closely interact and work with the Marketing & Out-reach team as well the Website team to ensure synergy and uniformity in communication and messaging amongst all platforms for the University.
5. The agency will be responsible for creating (if required), handling, managing & maintenance all official social media handles of DSEU. The agency will also be responsible for creating and maintaining blogs for the University.
6. The agency should analyze the University's present and potential social media presence (existing Social Media handles: Facebook Twitter, Instagram & Youtube or any other platform that may become popular in the future). If required initiation & creation of new social media handles is to be taken up by the agency, which also includes existing web online communities pertaining to the University. The agency will be responsible for the overall management of Social Media Strategy for the University and create social media programmes for effective outreach.
7. Social media management will consist of post creation, posting, responding to the audience on respective channels & driving innovative campaigns. The agency needs to execute a detailed plan of ideas and timing and shall also be responsible for all the content, creative and communication done across social media platforms from all social accounts.
8. For the purposes of this RFP, the agency is expected to work on all the social media platforms as identified in the RFP and in addition, support the University in overall digital outreach efforts. The agency shall also be responsible for setting up the University blog and coordinating with different print and online news agencies for the publishing of opinion pieces, press releases and other such articles.

4.2 Social Media Management Social Media Agency Team Structure

S.No.	Resource Type	Number of Resources Required	Brief Roles & Responsibilities
1	Social Media Manager	1	<ul style="list-style-type: none"> • The resource will be responsible to develop, implement and manage the social media strategies for the University. • The resource will be the primary point of contact for all coordination activities between the University and the Agency. • Will also be responsible for maintaining uniformity in messaging and communication from the University across all platforms. • Will be responsible to maintain brand integrity across all communication & marketing initiatives and may manage a uniform portfolio of the University across all platforms. • Will be responsible for submitting a monthly progress report to the University highlighting the work done in the previous month, challenges faced, resolution mechanism developed, new strategy measures and a detailed work plan for the up-coming month.
2	Production Manager	1	<ul style="list-style-type: none"> • The resource will be responsible for creating and distributing relevant content through DSEU's digital media platforms and the University's website. • Their duties will involve but not be limited to presenting ideas to the copywriter that can be developed into relevant stories. • They will be responsible for writing/editing content that will be uploaded onto DSEU's digital media platforms. • Will also be responsible for scheduling and tracking of all events of the University and deputing resource persons to cover the same.
3	Data Analyst	1	<ul style="list-style-type: none"> • Will be responsible for building and supporting Search Engine Optimisation (SEO) strategies by implementing keyword priorities into content marketing projects. • Will also be responsible for conducting research to produce media evaluation reports based on how our posts on social media platforms are performing on a monthly basis. • Their role will include identifying patterns and trends in data sets and reporting the results back to the social media team as well the University team. • This resource will be responsible for regular review, media spending analysis and for reporting course corrections measures.

4.	Professional camera-person (Photography & Video-shoots)	1	<ul style="list-style-type: none"> ● The resource will be responsible to capture photographs and video shots of all the events of the University. ● The resource will be responsible for capturing content for regular social media posts. ● The resource will be responsible for professional photoshoots of the University administration, students and faculty. ● Will also be responsible for capturing high-quality images and video-shoots of the various University campuses (present as well upcoming) ● Will work in close coordination with the copywriter, graphic designer, video editor and the University team. ● Will be responsible for shooting professional videos for advertisement and out-reach purposes.
5	Graphic Designer & Video Editor	1	<ul style="list-style-type: none"> ● Will be responsible for the creation of graphic design, online design, and visualization of the Social Media platforms of DSEU, in harmony with the overall branding and communication strategy of the University. ● The resource will be responsible for producing and hosting ideas, selecting the best ones and sharing them with the other members of the DSEU. ● The resource will also be responsible for collating and editing audio-visual content for the University. ● Will be responsible for collecting raw footage from the camera person/ other media sources and preparing the final product for sharing and broadcasting.
6	Copywriter & Content Writer	1	<ul style="list-style-type: none"> ● The resource will be responsible for writing clear, compelling copy for various media platforms. This can include but not limited to generating original copy ideas that grab the attention of the target audience. This can include and not limited to creating straplines, slogans, body copy, jingles, scripts, opinion articles and press releases. ● The resource will also be responsible for conducting thorough research and interviews. ● The content writer should be well versed in English and Hindi, to generate original content. The content writer shall also coordinate the translation of content into other widely spoken regional languages.

7	Digital Media Lab Executive	1	<ul style="list-style-type: none"> ● The resource will be responsible for managing and coordinating the Digital Media Lab of the University. ● The resource will be responsible for helping students and staff to use tools and machines. ● The resource will also be responsible for monitoring safety, appropriate machine use, management of booking systems for DSEU Staff and basic setup, maintenance & upgrade of the lab and its machines. ● The Digital Media Lab Executive will be used for recording high quality, uniformly structured lecture videos and disseminating them among the students across the University. ● The Executive shall coordinate with a team of subject experts and train them for recording lectures. ● The Executive shall handle high-end digital recording cameras, lighting set-up, audio recording system and the latest technology computer systems with various editing software. ● The Digital Media Lab Executive will also produce professional videos for promotional and out-reach purposes.
---	-----------------------------	---	---

5. PAYMENT SCHEDULE

The process to be followed will be as under:

- The agency shall submit an inception report outlining their social media campaign for a duration of 6 months for the University. The report shall detail all key deliverables as against a monthly timeline.
- The University shall pay all monthly invoices within 30 days from the date of receipt of the verified invoice, on the satisfactory and timely completion of the key deliverables approved in the inception report.
- All taxes deductible at source, if any, at the time of the release of payment, shall be deducted at source as per the current rate while making any payments.
- The invoice amount would be paid after the evaluation of performance against both the deployment, operation and SLAs (as proposed in approach, methodology and timeline by the bidder) and after deducting penalties if any.

6. GENERAL CONDITIONS OF BID

6.1 Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

6.2 Authentication of Bids

The original and all copies of the Bid shall be typed or written in indelible ink. All copies of the bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, except for unamended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

6.3 Amendment of RFP Document

At any time before the deadline for submission of bids, DSEU may, for any reason, at its own discretion, modify the Bid Document through an amendment notice. Any amendments made in to this document shall be communicated by means of notification and shall be published on www.tte.delhigovt.nic.in

DSEU shall not be responsible if the bidders fail to make note of such amendments. All such amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned websites on a regular basis for checking necessary updates. DSEU also reserves the rights to amend the dates mentioned in this RFP for the bid process.

6.4 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

6.5 Cost of Bidding

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DSEU to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit DSEU to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of contract for implementation of project.

6.6 Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of DSEU and will not be returned.

6.7 Bid Prices

- a. The bidder shall indicate the price in accordance with the format provided in the RFP and the same will be used for the purpose of evaluation of bids by DSEU. Quoting disproportionately high and low bid prices may lead to rejection of the bid at the discretion of DSEU.
- b. The bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by DSEU.

6.8 Bid Validity Period

- a. The proposals shall be valid for a period of ninety (90) days from the date of opening of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws their proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws their proposal.
- b. In exceptional circumstances, at its discretion, DSEU may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing/ email.

6.9 Modifications and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

6.10 Contacting DSEU.

- a. No Bidder shall contact the DSEU on any matter relating to its Bid, from time of opening of bid to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to DSEU. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of their Bid security.

6.11. Right to accept any Bid and to reject any or all Bids

DSEU reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action so taken. In case of a single bid, DSEU reserves the right to award the work to a single bidder.

6.12. Expenses for the Agreement

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

6.13. Failure to agree with the Terms & Conditions of the RFP/Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award.

6.14. Rejection on grounds of malpractices

- a. Bidders may specifically note that while evaluating the proposals, if it comes to DSEU knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the DSEU.
- b. DSEU will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For the purposes of this provision, the terms are set forth as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to DSEU in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

6.15. Concessions permissible under statutes and Income Tax Liability

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Goods and Services Act, 2017, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. DSEU will not take any responsibility towards this. However, DSEU may provide necessary assistance, wherever possible, in this regard.

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.

6.16. Force Majeure

6.16.1. Definition of Force Majeure

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

6.16.1.1. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder

6.16.1.2. Force Majeure shall not include insufficiency of funds or failure to make any payment

required hereunder.

6.16.2. Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances which:

- a. is beyond the reasonable control of the affected Party;
- b. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- d. is of an incapacitating nature / unforeseeable circumstances and prevents or causes a delay or impediment in performance.

Notification procedure for Force Majeure: -The Affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

6.16.3. Consultation and duty to mitigate

- a. The affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- b. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.17. Restriction due to COVID-19

If there are any circumstances that reasonably restrict or affect the ability of organization's personnel to travel or to be physical present at any specific office/location, then without prejudice to any obligations (including payment obligations), DSEU shall allow such personnel to work from home or other remote location till the time such circumstances exist.

6.18. Limitation of Liability

Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Agency/ Vendor or the Agency/ Vendor's Personnel, the Agency/ Vendor's liability under this Contract shall be subject to the amount of the Financial Limit.

6.19. Indemnity

Both parties agree to defend, indemnify and hold harmless the other party from injuries, damages and loss, including costs and attorneys fees, arising from the negligent acts and omissions of its employees, officers and agents under this Agreement provided that the liability of each party shall stand proportionately reduced to the extent the event giving rise to the said liability was a result of wilful misconduct, omission or contribution of the other party and further provided that each party notifies the other party immediately of such claim being brought in and the other party is given full and unfettered authority to defend, negotiate, compromise or otherwise settle the said claim at its own cost. Both parties shall also not make any statements or admissions with respect to the claim without obtaining the prior written permission of the other party.

Bidders shall, at its expense, indemnify and hold the Delhi Skill and Entrepreneurship University harmless from and against any Claim with respect to withholding taxes, worker's compensation, employee's benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by Bidders.

6.20. Intellectual Property Rights

6.20.1 Products and fixes: All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. The Social Media Agency would be responsible for arranging any licenses associated with products.

“Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. **“Fixes”** means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

6.20.2 Bespoke development: Subject to the provisions of Clause 19.3 and 19.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the Purchaser.

6.20.3 Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their subcontractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Agency should grant the University a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to the University as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with the University at the conclusion of performance of the services.

6.20.4 Residuals: In no event shall Implementation Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or intangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, the implementation Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

6.20.5 Data Confidentiality: Data collected and any information generated by the social media agency shall be the property of Delhi Skill and Entrepreneurship University. The agency shall not share it with any other entity without prior permission.

6.21. Confidentiality

- a. The Purchaser or its nominated agencies shall allow the Implementation Agency to review and utilize highly confidential public records and the Implementation Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- b. Additionally, the Implementation Agency shall keep confidential all the details and information with regard to the

Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

- c. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Agency regarding any forbidden disclosure.
- d. The Implementation Agency shall ensure that all its employees, agents and subcontractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The implementing agency may submit a declaration that it has obtained the NDA from its employees. However, if the project is critical in nature, Social Media Agency/ Vendor may get NDAs signed from every resource involved in the project and submit it to purchaser (Optional).
For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. information already available in the public domain;
 - ii. information which has been developed independently by the Implementation Agency;
 - iii. information which has been received from a third party who had the right to disclose the aforesaid information;
 - iv. Information which has been disclosed to the public pursuant to a court order.
- e. Any handover of confidential information needs to be maintained in a list, both by the University & social media agency, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- f. Notwithstanding anything to the contrary mentioned hereinabove, the Agency shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

6.22. Deliverable Acceptance Procedure

The selected agency shall abide to the timelines to fulfill their respective part of obligations. Within 15 days from the University's receipt of a draft deliverable, the University will notify the Agency/ Vendor if it is accepted. If it is not accepted, the University will let the agency/ vendor know the reasonable grounds for such non acceptance, and agency/ vendor will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If the University does not notify Consultant within the agreed time period, it will be deemed to be accepted. The University has the right to seek revisions for a maximum of 3 times.

6.23. Conflict of Interest

The bidder shall disclose to the University in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.24. Term and Termination

The Agreement shall apply to the Services whenever performed (including before the date of the Agreement).

This Agreement shall terminate on the completion of the Services. For the terminations of the agreement before the completion of service or any particular service within the scope of the agreement, a notice needs to be issued by the party initiating the termination one month prior to the date of termination. In addition, any party may terminate this Agreement, or any particular Services, immediately upon written notice to the other in lieu of reasonable justification in accordance with applicable law or professional obligations.

The respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

6.24.1. Termination Clause

6.24.1.1 Right to Terminate the Process

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:-

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.

- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The University reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity (in case of any purchases regarding the assignment) as stipulated in the delivery schedule, the University reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the University reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the University may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. The University reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- i. The contractor shall not assign or sublet the contract or any part or it without written permission from the University. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.
- j. The contractor acknowledges that he has fully acquainted himself with all conditions and circumstances under which he has to complete the social media job with all the terms, clauses, conditions, specifications and other details of this contract.

6.24.1.2 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the University shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Agency/ Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Agency/ Vendor to take over the obligations of the erstwhile Agency/ Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the University to invoke the Performance Guarantee and other guarantees and pursue such other rights and/or remedies that may be available to the University under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.24.2 Liquidated Damages

- a. Notwithstanding the University's right to cancel the contract, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of contract value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract.
- b. The University reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the University to the Bidder. Liquidated damages will be calculated on per week basis.

6.24.3 Audit by Third Party

The University at its discretion may appoint a third party for auditing the processes and operations of entire services provided to the Agency/ Bidder.

6.24.4 Penalty

- a) The detailed Service Level Agreement (SLA) will be signed with the successful bidder. Any breach in SLA will lead to penalty and later termination of the contract.
- b) All the documents/ code / application etc. prepared and developed by the bidder will be the property of the University. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the University, and the bidder shall, not later than upon

termination or expiration of this work order, deliver all such documents and software to the DSEU, together with a detailed inventory thereof.

- c) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the University may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory as per Chapter 4 of this RFP.
- d) Loss or damage of contract will be considered as breach of contract.
- e) The following penalties would apply in case of data inaccuracies :
 - (i) Data accuracy less than 98% but greater than or equal to 95% - Penalty of 10% of milestone payment amount
 - (ii) Data accuracy less than 95% but greater than or equal to 90% - Penalty of 25% of milestone payment amount
 - (iii) Data accuracy less than 90% will be considered as breach of contract.Data Accuracy would be determined by the data quality check by the University or its deputed agency/staff.

6.25. Governing Law and Dispute Resolution/ Arbitration

The Bidder and the Purchaser shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between the Registrar, DSEU and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

The jurisdiction of the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. However, if the disputes are not resolved by joint discussions then the matter will be referred for adjudication to a sole arbitrator appointed by the Chancellor of the University. The award of the sole arbitrator shall be final and bind on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

6.26. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

DSEU, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to DSEU by, on behalf of and/or in relation to any Bidder; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- (v) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DSEU, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future. All documents and other information provided by the Bidder or submitted to DSEU shall remain or become the property of Client and the concerned State Governments. Applicants are to treat all information as strictly confidential. DSEU will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder in relation to the consultancy shall be the property of DSEU. The DSEU reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



Registrar
Delhi Skill and Entrepreneurship University

ANNEXURES

Section I – Format for Qualification and Technical Bid

Form 1 – Bid Main Cover Letter

To,
Registrar,
Delhi Skill and Entrepreneurship University,
Integrated Institute of Technology Complex,
Sector 9, Dwarka, New Delhi

Sir,

Having examined the RFP document, the receipt of which is duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for “Social Media Agency” for Delhi Skill and Entrepreneurship University (DSEU)”.

Each page of the Technical and Commercial Bid has been signed by the Authorized Signatory.

1. We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the RFP document and that we shall perform all the incidental services.
2. We agree to abide by our offer for a period of 90 days from date of opening of bids.
3. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the bid and we do hereby undertake to provide services as per terms and conditions mentioned in the RFP.
4. The information contained in this Bid or any part thereof, including its exhibits, schedules, and other document(s) delivered or to be delivered to DSEU, is true, accurate, and complete.
5. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

(Signature) (In the capacity of)

Date:

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder.

Form 2(a): Pre-qualification Criteria checklist

S.No	Pre-qualification Criteria		Requisite Documents/ Form No.
1	Legal Entity	<p>a. The bidder must be a legal entity.</p> <p>b. The bidder should be in business for at least 3 years as on bid submission date.</p>	Copy of certificate of incorporation commencement of business for the bidder.
2	Turnover	<p>a. The bidder should have a minimum average annual turnover of the bidder for the financial years (2017-18, 2018-19 and 2019-20) should be at least 25 lakhs INR.</p> <p>b. The bidder should have a minimum average turnover from social media management or works of similar nature of INR 10 lakhs in the last three financial years i.e. 2017-18, 2018-19 and 2019-20.</p>	<p>As per Form-10. Submit documentation of the lead bidder to support the claim.</p> <p><i>Note: In case of a consortium, a copy of the certificate of incorporation, Form 10 has to be submitted for each consortium member and Minimum Qualification Criteria for average annual turnover should be satisfied by the Lead Member.</i></p>
4	Experience	<p>a. The bidder must have experience of at least 3 years in Social Media management and must have completed at least two projects worth Rs. 10 lakhs each for any Centre/State Govt agency, PSUs, Universities (either pvt. or government), industry, or social sector.</p> <p>b. The bidder must have experience of having managed at least two projects for handling/ managing social media for start-ups/ young enterprises/ new ventures in the last 3 years (completed projects).</p>	Completion certificate along with a copy of work order, contract/agreement for each project highlighting the 'name of the bidder and the client', 'value (amount in Rs.) of the contract', duration of the contract, and the scope of work.

5	Blacklisting	Mandatory certification mentioning that bidders have not been blacklisted by any of the State or Central Government organizations and should not have been found guilty of any criminal offence by any Court of law.	Self-certificate letter undertaking to this effect on Company's letterhead signed by authorized signatory. Bidder must disclose any blacklisting and nature thereof and must provide Blacklisting-Revocation letter (if applicable). DSEU reserves the right to accept or reject the Bidder's supporting proof
6	Presence in India	Bidder must have its core team of key personnel based out of India.	Self-certificate containing the address of the offices in India

Name & Signature
(Authorized Signatory Company Seal)

In case of a consortium, a copy of the certificate of incorporation, Form 10 has to be submitted for each consortium member and Minimum Qualification Criteria for average annual turnover should be satisfied by the Lead Member.

Name & Signature

Authorized Signatory Company Seal

Form 2(b): Evaluation Criteria

S. No.	Evaluation Criteria		Marks	Max Marks
A	Technical Stage			
1.	Managing Social Media accounts for clients such as Centre/State Govt agency, PSUs, Universities (either pvt. or government), industry, or social sector. <i>(Evaluation will be done on the basis of number of clients, appropriateness / relevance of clients/projects to the scope of work of this RFP)</i>	1-5 clients 5-7 clients >7 clients	0-5 Marks 5-10 Marks 10-15 Marks	15
2.	Managing Social Media accounts for clients such as Start-ups/ young enterprises/ new ventures in the last 3 years (completed projects). <i>(Evaluation will be done on the basis of number of clients, appropriateness / relevance of clients/projects to the scope of work of this RFP)</i>	2-3 clients 3-5 clients >5 clients	0-5 Marks 5-10 Marks 10-15 Marks	15
3.	Digital Content Creation Experience	Proven experience in managing Social Media Graphics Proven experience in creating Digital Media Content Proven experience in creating Audio-Visual Social Media Content Proven experience in creating Socially Relevant Content	0-3 Marks 0-3 Marks 0-3 Marks 0-3 Marks	12
B	Team Composition			

1.	Team Composition			
	1. Social Media & Branding Manager: Undergraduate degree with minimum 5 years of experience in managing social/ digital media campaigns, branding, marketing for private and government organisations. [Desirable: Experience of working with Universities on social media/ digital media campaigns shall be given higher marks.]		0-4 Marks	
	2. Production Manager: Post-graduate with minimum 5+ years of work experience at digital media agency. [Desirable: 5+ years of Experience in production specifically shall be given higher marks.]		0-4 Marks	
	3. Data Analyst: Undergraduate with minimum 3+ years of experience in data analysis. [Desirable: 3+ years of data analysis with a social media agency shall be given higher marks.]		0-4 Marks	
	4. Professional Camera Person: Undergraduate with Minimum 4+ years of experience at professional photography and video-shoots.		0-4 Marks	
	5. Graphic Designer & Video-Editor: Undergraduate with Minimum 5+ years of experience in graphic designing and video editing.		0-4 Marks	
	6. Copywriter and Content Writer: Post-graduate with Minimum 5+ years of experience in copywriting and content writing. [Desirable: Experience of writing opinion editorials and press releases shall be given higher marks.]		0-4 Marks	
	7. Digital Media Lab Executive: Undergraduate with minimum 5+ years of experience of digital studio set-ups and deep technical knowledge of handling softwares and digital equipment.		0-4 Marks	
	<i>(Evaluation will be done on the basis of appropriateness / relevance of experience to the scope of work of this RFP)</i>			28
C	Approach and Methodology			
1.	Approach and Methodology	Extend understanding of the scope of work, the practicality and appropriateness of the proposed strategy.	0-20 marks	30
2.	Timeline	Appropriateness of proposed timeline against deliverables mentioned in the approach and methodology	0-10 marks	
	Total		100 Marks	100

Note: Detailed evaluation criteria will be prepared by the Evaluation Committee for evaluation of the Qualification and Competence of the key personnel for the Assignment.

Form 3: General Information about the Bidder

Details of the Bidder (Lead Bidder and Consortium)		
1.	Name of the bidder	
2.	Address of the bidder	
3.	Legal status of bidder	
4.	Details of incorporation of the sole/prime bidder	Date: Ref.#
5.	Details of Commencement of Business of sole/prime bidder	Date: Ref.#
6.	Valid Goods & Services Tax (GST) registration no. of sole/prime bidder	
7.	Permanent Account Number (PAN) of sole/prime bidder	
8.	Name & Designation of the contact person to whom all reference shall be made regarding this RFP	
9.	Telephone No.(with STD Code)	
10.	E-Mail of the contact person:	
11.	Mobile No of contact person.	
12.	Adhaar card no. of contact person	
13.	Website	
14.	Disputes/ Legal case (if any)	

Signature of Bidder

Form 4: Organization Project Experience

Bidders use this format for demonstrating their related experience, in carrying out similar assignments. Use separate formats for individual experience.

Assignment Name:	
Name of the Client:	
Approx. Value of the Contract:	
Total number of staff-months of the Assignment:	Location & Address:
Start Date (Month/Year):	Duration of Assignment(months):
Completion Date(Month/Year):	
Narrative description of Project:	
1. Description of actual services provided by you within the assignment	

Note: For each experience, the bidder must attach Completion certificate along with a copy of work order, contract/agreement for each project highlighting the 'name of the bidder and the client', 'value (amount in Rs.) of the contract', duration of the contract, and the scope of work.

Form 5: Affirmative Statement for Conflict of Interest

[On the letter head of the organization]

Self-Certificate

To
Registrar,
Delhi Skill and Entrepreneurship University,
Integrated Institute of Technology Complex,
Sector 9, Dwarka, New Delhi 110077

Sir,

Bidder shall furnish on its Letterhead an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with DSEU.

Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

Yours sincerely,

Dated this Day of 2021 (Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of: (Name and
Address of Company)

Seal/Stamp of bidder

Form 6: Self-Certificate for number and details of qualified Manpower/Employees

[On the letterhead of
the organization]

To
Registrar,
Delhi Skill and Entrepreneurship University,
Integrated Institute of Technology Complex,
Sector 9, Dwarka, New Delhi 110077

Self-Certificate

In response to the RFP No. _____ dated _____ for quoting against the RFP as an Authorized Representative(s) of M/s. I / We hereby declare, as on date of submission of the proposal, have following number of qualified personnel/ consultants for this agency.

Staff engaged *

Name of Staff	Designation	Years of Experience	Area of Expertise

**Can be hired as a sub consultant/ subcontractor*

Signature:
Name of the Authorized Signatory:
Designation:

** Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp and submit profiles of the team along with Self Certificate.

Form 7: Profiles of the proposed core team members & experts to be deployed for the project

Using the format provided below, please provide profiles of the core team.

Photo	Name					
	Position:					
	Date of Birth					
	Education:					
Employment Record	From	To	Company	Position Held		
Brief Profile						
Countries of Work Experience						
Languages	Language	Read	Write	Speak		
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned						
<p>Nature of work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position held:</p> <p>Main features:</p>						

Form 8: Description of the approach and methodology for the project

Bidder to provide the detailed approach and methodology for extending services as per the Scope of Work mentioned under the RFP.

Form 9: Work plan for performing the assignment

Bidder to provide detailed activity schedule for the entire work plan for the project

Form 10: Financial Information

The applicant should give a declaration by a chartered accountant on their letter head duly signed and sealed in the following format.

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has an average annual turnover of Rupees _____(in numerals and words) in the past three consecutive financial years (2017-18, 2018-19 and 2019-20). The details of annual turnover are mentioned below:

Sl. No.	Financial Year	Annual Turnover (INR)
1	2017-18	
2	2018-19	
3	2019-20	
	Average Turnover	

Note: Audited financial statements for the past three years (2017-18, 2018-19 and 2019-20) should be submitted by the Applicant.

(Chartered Accountant): Signature

Name Registration

No. Contact No.

Seal:

Date:

Place:

Form - 11 Bid Securing Declaration

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder), shall not be withdrawn or modified during the period of validity i.e. not less than 90 (Ninety) days from the date of opening of bids.

I, _____ on behalf of the bidder, (Name of the bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in (RFP), then (Name of the bidders) will be suspended for participation in the tendering process for the works of Delhi skill and Entrepreneurship University, for a period of one year from the bid due date of this work

(Signature of the Authorized Signatory)

(Official-Seal)

Form 12: Format for Commercial Bid

<To be placed in Commercial Bid envelope>

To

Registrar,
Delhi Skill and Entrepreneurship University,
Integrated Institute of Technology Complex,
Sector 9, Dwarka, New Delhi

Having examined the RFP document, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide the services as required and outlined in the RFP for “**Selection of agency for Social Media Agency for Delhi Skill and Entrepreneurship University**”.

I/ We have carefully read and understood the terms and conditions of the RFP and we do hereby undertake to provide the services as per terms and conditions mentioned in RFP.

1. We are hereby submitting our complete commercial Bid as per the prescribed format.
2. The overall Commercial Bid is for the sum of INR _____ [Amount in words and figures] for the complete project. This is inclusive of statutory taxes, duties, and charges and levies as applicable i.e. GST or any travel cost outside of Delhi.

This reflects the team deployment set out in the table below, as per the Staff Requirement. Incomplete table or deployment not in line with the minimum RFP requirement will lead to rejection of the financial bid.

Name/ Position	No. of months deployed	Person Month Rate	Minimum % of time	Fees for the assignment
Social Media Manager				
Production Manager				
Data Analyst				
Copywriter and Content Writer				
Professional Camera Person				
Graphic Designer & Video-Editor				
Digital Media Lab Executive				

3. Our Commercial Bid shall be binding upon us.
4. The Commercial Bid has been signed by the Authorized Signatory.
5. We understand and hereby accept that DSEU will evaluate our Bid on the basis of Total Contract Value quoted by us.
6. It is hereby confirmed that I/We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely, Dated:

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder