E-TENDER
for
ONLINE SOCIAL MEDIA MANAGEMENT

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)
P. B. No. 4272, MPEDA House, Panampilly Nagar, Kochi – 682 036.
Phone: + 91-484- 2321722, 2312812, 2311979
Fax: + 91-484-2312812 / 2313361
E-mail: ho@mpeda.gov.in / pub@mpeda.gov.in
Web Site: http://www.mpeda.gov.in
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**THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY**  
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)  
P. B. No. 4272, MPEDA House, Panampilly Nagar, Kochi – 682 036.

<table>
<thead>
<tr>
<th>Name of the work</th>
<th>ONLINE SOCIAL MEDIA MANAGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Security (Earnest Money Deposit)</td>
<td>Rs. 2,00,000 (Rupees Two Lakh only) in the form of Account payee DD from any of the nationalized banks/ Bank Guarantee/ Fixed deposit receipt in favour of “THE SECRETARY, MPEDA” payable at Ernakulam</td>
</tr>
<tr>
<td>Last Date and Time for receipt of Bids</td>
<td>08/05/2019 by 2:00 PM.</td>
</tr>
<tr>
<td>Time and Date of Opening of Technical Bid</td>
<td>10/05/2019 by 10:00 AM</td>
</tr>
<tr>
<td>Tender Reference Number</td>
<td>PMP-PUB/SMM/1/2019</td>
</tr>
<tr>
<td>Tender ID</td>
<td>2019_MPEDA_464049_1</td>
</tr>
<tr>
<td>Place of Opening the Bid</td>
<td>The Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Kochi – 682 036 KERALA</td>
</tr>
</tbody>
</table>
THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY (MPEDA)

(Ministry of Commerce & Industry, Govt. of India)

PANAMPILLY NAGAR, KOCHI – 36

TENDER NOTICE

The Marine Products Export Development Authority (MPEDA) invites Tender for ONLINE SOCIAL MEDIA MANAGEMENT. For details, please see Notification – Tender at MPEDA website www.mpeda.gov.in. **The last date for submission of tenders is 08.05.2019 at 14:00 hours**

Place: Kochi

Date : 17.04.2019

Secretary

MPEDA
TENDER DOCUMENT

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY

PANAMPILLY AVENUE, KOCHI -36

INVITING TENDERS FROM ONLINE SOCIAL MEDIA MANAGEMENT AGENCIES/ FIRMS/ COMPANIES

A. INTRODUCTION:

The MPEDA invites Tender from reputed and experienced Software Companies or Social Media and Web-Based Marketing Agencies/ Firms/ Companies for managing and coordinating the digital/social media pages/handles and implementing social media strategies of MPEDA for promotion of Indian Marine Products in international as well as domestic markets. The tenure of contract for the eligible firm shall be for a period of ONE year, extendable further ONE more year based on their performance evaluation on the indicators like "News feed, followers, re-tweets, Number of likes, no of shares, comments, discussions based on the post, Number of website hit through the posted leads etc." by a team of experts.

B. DESCRIPTION OF SERVICES

• To develop online promotion strategy, implement and coordinate with social media websites/online platforms in the following areas on a regular basis:
  • Manage or create social media pages/handles of MPEDA
    Facebook:--(Link of Facebook page of MPEDA) —
    Twitter :--( Link of Twitter Handle of MPEDA) –
  • Create instagram account for MPEDA
  • Creation of any non-paid social media account for MPEDA with prior approval, in platform like Instagram, You Tube or any such for the better promotion of marine products from India.
  • Identify target audience preferences and build content accordingly
  • Modify the existing MPEDA website to meet the requirements for marketing among the targeted Audience.
• Creation of digital online content (creatives, GIFs, visuals, videos, animations etc.) relevant to marine products industry of the current scenario.

• Monitor and analyze the social media outreach in order to be able to craft strategy proposals.

• Daily informative and promotional updates in the form of relevant texts, photos, videos, audio, interactive content, interviews, news, quiz etc.

• Promote MPEDA’s events on social media.

• Prompt query and feedback management including posting of replies.

• Develop and update the FAQ bank based on user feedback.

• Content shared online must be copyrighted; protected and unauthorized use must be monitored.

• New look to the social media pages/handles every three months.

• Create and update Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high-resolution aesthetic photographs on Indian marine products and marine products industry.

• All the services described above shall be put into practice within 2 months from the date of issue of work order.

ELIGIBILITY & QUALIFICATION:

The Agency/ Firms/ Companies should fulfill the following criteria:

1. The applicant should be a legal entity registered in India or a consortium of a legally registered Indian company in Joint Venture/Association with a legally registered International company or a consortium of a legally registered international company in Joint Venture/association with a registered partner company in India.

2. Should have a pan India presence. Contact office in Kerala is preferred.

3. The Firm/consortium must have adequate number of experienced professionals in the area of Social Media Management (Facebook, Twitter, Instagram, etc.) and video publishing management (YouTube, etc.). Credentials and profiles of the digital team to be shared.

4. The firm should provide a person on site for supporting the activities in real time at least for 3 working days in a week.

5. Minimum annual turnover of Rs.1 Crores in the last three consecutive financial years either for the bidding Indian company or for the consortium described under the criterion mentioned under point 1 above.

6. The bidding company or consortium should have experience in running similar campaigns for at least 2 internationally reputed organizations.
7. Familiarity with requirements for preparing content, visuals and animations for social media.

8. Experience in creating “out of the box” digital campaign concepts using web analysis and extensive research that suits the customer requirements.

9. The bidder should have capability and experience in creation of comprehensive digital marketing and social media campaigns on a turnkey basis in reputed organizations.

10. Minimum five years of experience for the bidding company or consortium in leveraging online/social media for raising visibility of government/PSU or internationally reputed private organizations.

C. TERMS AND CONDITIONS

1. The bidding company or consortium should have at least five years’ experience in handling similar assignments preferably with Govt./PSUs or internationally reputed private organizations.

2. The bidding company or consortium should have a minimum annual turnover of Rs. 1 Crores in last three consecutive financial years, supported by documentary proofs for the years 2015-16, 2016-17 and 2017-18 certified by a Chartered Accountant.

3. Earnest Money Deposit (Bid Security): Bids received without EMD shall be summarily rejected without technical evaluation. The EMD may be submitted in the form of Demand Draft only (with 6 months validity) of Scheduled Commercial Bank. **A scanned copy of the EMD should be attached along with the Technical bid and the original EMD should reach MPEDA before the closing date and time of the tender.**

   EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) for similar type of services. Valid documentary evidence in this regard shall be attached in the technical bid.

   The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect within the validity period of their tender.

   4. The EMD of unsuccessful bidders will be returned without interest after finalization of the contract with the successful bidder.

   5. The EMD of the successful bidder will be returned upon the receipt of **Performance Security Deposit.**

   6. The request of the bidder to withdraw his bid offer after the tender closing date will not be entertained and result in the forfeiture of the EMD. The firm will be black listed and will be debarred from participating in future tenders floated by MPEDA.
7. All cases/proceedings relating to any dispute or claim arising out of or any case of performance related to this tender document shall be falling in proper court having jurisdiction in Ernakulam, Kerala.

8. The Authority shall have right to issue addendum to tendered documents to clarify, amend, modify, supplement or delete any of the condition, clause or items stated therein. Each addendum if any will be published in the MPEDA website and shall form a part of the original invitation to the tender.

9. The successful agency shall have to submit a Performance Bank Guarantee of 10% of financial bid quoted for one year, which shall be valid for a period of minimum 13 months from the date of acceptance of the contract. On successful completion of the contract for one year, the firm has to submit the performance security deposit for the second year based on the 10% of the financial bid amount valid for 12 months, from the date of commencement of the second year contract.

10. The selected Agency shall actively engage in Content Creation & Management for a period of one year and all such contents created, including the photo bank, will be the property of MPEDA, the high resolution files of which shall be shared with MPEDA on a monthly basis.

11. The agency should upload minimum one promo video in a month along with other static digital content.

12. The agency should give a fresh version of MPEDA website in each year.

13. The agency shall ensure that viewship and likes of the online and social media pages of the MPEDA is amplified through non-paid media. Usage of paid media can be done only with the prior approval of MPEDA.

14. The agency should closely monitor the campaigns and must submit ‘Effectiveness Analysis and MIS reports’ monthly to the MPEDA on the effectiveness of the online campaign along with the suggestions or mid-term correction if required.

15. The agency has to work closely with officials of the MPEDA and all the contents to be uploaded in online platform should have received prior approval from the MPEDA officials.

16. The Agency should keep the confidentiality, about the information relating to work or to any aspect of MPEDA’s business that comes into its possession as a result of or in connection with its work under this project.
17. Payment will be made on monthly basis in accordance with financial bid rate and performance of the work.

18. The MPEDA reserves the right to terminate the contract or agreement executed on incomplete execution/poor performance by the agency.

19. The agency should not have been blacklisted by any Central/State Government/Public Sector Undertaking, Govt. of India.

20. The agency should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in execution of agreement.

21. The MPEDA reserves the right to reject any application without assigning any reason.

D. **SELECTION METHOD & CRITERIA**

The Bidding process shall be a two-stage process. Prior to the detail evaluation of the Technical Bids, MPEDA shall determine whether each bid is:

a) Complete

b) Is accompanied by the required information and documents towards Eligibility Criteria, and

c) Is substantially responsive to the requirements set forth in the tender document.

The evaluation shall be based on the technical and financial parameters. The weightage for the technical parameters shall be 70% and the financial parameters shall be 30%.

a) **Technical Weightage** (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:

\[
St = T \times 0.70 \quad \text{where } T \text{ is the Technical score awarded to the bidder as per Technical Evaluation Criteria}
\]

b) **Financial Weightage** (Sf): The marks scored by the bidder in financial evaluation shall be calculated to 30 points as below:

The Commercial scores of all the other proposals will be determined by

\[
Sf = 30 \times \left( \frac{Fm}{F} \right) \quad \text{where } Fm = \text{Lowest bid offer; } F = \text{bid value quoted by individual bidder}
\]
c) Final Selection: Proposals will be ranked according to their combined technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as \( S = St + Sf \).

The technical evaluation criteria are broadly defined as under. Bidder has to provide documentary proof against each criterion as a part of technical proposal.

**Technical Bid Evaluation & Scoring Pattern**

<table>
<thead>
<tr>
<th>SI.No</th>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Turnover</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Completeness of tender</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Work with Govt/MPEDA</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Work orders for similar kind of work (5 marks for each work order &amp; maximum marks 30)</td>
<td>30</td>
</tr>
<tr>
<td>5</td>
<td>Minimum 5 years experience</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Those bidders scoring **marks above 80%** in the technical bid evaluation **ONLY** will be called to make a presentation explaining the proposed *modus operandi* of this project. Presentation shall be limited to a maximum of 15 minutes. Questions & Answers and shall cover 5 minutes after the presentation;

- Brief description of the company,
- Understanding about the project,
- Proposal for the project,
- Design templates,
- Technologies used,
- Details of support, especially during the warranty and AMC periods
- Innovative and practical suggestions
- Details of professionals proposed for handling the project, etc.

<table>
<thead>
<tr>
<th>SI. No.</th>
<th>Criteria</th>
<th>score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Presentation</td>
<td>100</td>
</tr>
</tbody>
</table>

After including the marks for presentation in the technical bid score, the financial bids of those bidders who score above 80% will be opened.
E. **INSTRUCTIONS FOR SUBMISSION OF TENDER**

Bidders are advised to study the Bid document carefully. The bid along with the necessary documents should be submitted online through Central Public Procurement Portal (CPPP) website: [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) (after log in to the portal using Digital Certificate) in two bid systems i.e. (i) technical bid and (ii) financial bid not later than the date and time specified in the Schedule.

Prospective Bidders are advised to follow the instructions provided in the “General Instruction to Bidders” for e-submission of the bids online through CPPP for e-Procurement at [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Tender sent by any other mode will not be accepted. All bids must be accompanied with a scanned copy of bid security (EMD). In case bidder has any problem in uploading the scanned copies of documents for payment of bid security, he/she must submit the copy of original bid Security at MPEDA Head Office address before opening of bid.

The bid Security (Demand Draft drawn in the name of “Secretary MPEDA”, payable at Ernakulam) shall be deposited in “ORIGINAL” in a sealed envelope before bid opening date and time to the address given above.

A. **Technical Bid Documents** should include the following details:

1. Application Form *(Annex.I)*.
2. An Earnest Money Deposit (EMD) of Rs. 2.00 lakh shall be submitted as mentioned in the terms and conditions.
3. Agency Profile along with details of Organization Structure and Employee Strength.
4. Copy of PAN Card and GST Registration.
5. Copies of Chartered Accountant certified audited balance sheet for the years 2015-16, 2016-17 and 2017-18 along with the turnover details filled and certified by Chartered Accountant in the prescribed format as per *Annex II*.
6. Supporting documents of 5 years’ experience working in the field of online promotion and social media management. Work order/client completion certificate of the social media campaigns (Facebook, Twitter and Instagram) and Video Publishing Management (YouTube, etc.) projects undertaken with Government/PSUs (proof of minimum two
projects / campaign) or international level Private organizations. Should the bidding company or consortium not be in a legal position to disclose the work orders or completion certificates, the concerned company or consortium may then submit an undertaking with the details of the clients and projects related to this tender.

7. The organization must have prior experience of handling similar projects/campaigns in online platforms. The bidding company or consortium shall furnish the work order/client completion certificate or an undertaking to this effect.

8. Samples of creative material of two previous campaigns/projects such as graphical messaging, infographics and creative material for engagement activities on social media.

9. Credentials of the proposed team for the project.

10. The technical bid shall be submitted in sealed cover, superscribed as below.

8. **Financial Bid document** should comply the following:

The bidding company or consortium should quote a bid to provide all the deliverables given in the Scope of Work. The quoted bid should not be a qualified or conditional one. The bid shall indicate the amount as per the Annexure III, and all applicable taxes should be shown separately (to be submitted online in the BOQ format provided as per Annex III).

Note: All the pages of the supporting documents submitted should be duly signed and sealed by the Bidder/Agency.
Work Order

PMP-PUB/SMM/1/2019

M/s. ....................

Date:

Sir,

Sub: Offer of work order for online Social media management.

Ref: Your tender dated:

With reference to your tender mentioned above, we are pleased to inform you that your tender for online Social media management for MPEDA, which includes website updation, handling of MPEDA’s social media accounts on Facebook, Twitter, Instagram, You tube etc has been accepted at a total cost of Rs...... /-(Rupees Only) inclusive of all taxes/GST, as detailed below and as per the terms and conditions included in this work order.

1. SCOPE OF WORK

M/s. ________ will be responsible for online Social media management for MPEDA, which includes website updation, handling of MPEDA’s social media accounts on Facebook, Twitter, Instagram, Youtube etc.

a. Following are the scope of work as per the work order:

   • To develop online promotion strategy, implement and coordinate with social media websites/online platforms in the following areas on a regular basis:
   
   • Manage and enrich the social media pages/handles of MPEDA

   Facebook: Link of Facebook page of MPEDA

   Twitter : Link of Twitter Handle of MPEDA

   • Create and manage Instagram account for MPEDA

   • Creation of any non-paid social media account for MPEDA with prior approval, in platform like Instagram, or any other social media platforms for the better promotion of marine products from India in the international market.

   • Identify target audience and their preferences and build content accordingly

   • Modify the MPEDA website to meet the requirements for marketing among the targeted Audience. Each year the agency have to give a fresh version of MPEDA website (www.mpdea.gov.in)
• The agency should upload minimum one promo video in a month along with other static digital content.

• Creation of digital online content (creatives, GIFs, visuals, videos, animations etc.) relevant to marine products industry for promotion.

• Monitor and analyze the social media outreach in such a way which enables to craft strategy proposals.

• Daily informative and promotional updates in the form of relevant texts, photos, videos, audio, interactive content, interviews, news, quiz etc.

• Promote MPEDA’s events on social media.

• Prompt query and feedback management including posting of replies.

• Develop and update the FAQ bank based on user feedback.

• Content shared online must be copyrighted, protected and unauthorized use must be monitored and prohibited.

• Creation of new look to the social media pages/handles in every three months.

• Create and update Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high-resolution aesthetic photographs on Indian marine products and marine products industry.

• All the services described above shall be put into practice within 2 months from the date of acceptance of work order.

• **Delivery period**: 2 months from the date of acceptance of the work order.

• **Contract period**: 1 year from the date of delivery period i.e. 14 months from the date of acceptance of work order.

2. **PAYMENT SCHEDULE**

Following are the payment terms & schedules against the completion of the various activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Schedule of Payment.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The successful bidder of the online social media management shall be paid in the following schedule of the bid amount for the 1st year.</td>
<td></td>
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</tbody>
</table>

**Part -1 payment for the 1st year:**

On acceptance of work order along with performance security deposit within 10 days from the date of receiving of work order (10% of the first year bid value to be submitted as Bank Guarantee from a nationalized bank for the equivalent amount. The bank guarantee is returnable on
Validity of bank guarantee shall be of 15 months from the date of acceptance of work order. (Completion of online social media management website and on launching/commissioning to the entire satisfaction of Authority. The validity period of the bank guarantee shall be 3 months.

<table>
<thead>
<tr>
<th>Part -2 payment for the 1st year:</th>
<th>20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before the delivery period and on successful completion of online social media management websites to the entire satisfaction of Authority (2 months from date of acceptance of work order)</td>
<td>(Subject to the submission of a Bank Guarantee from a nationalized bank for the equivalent amount. The bank guarantee is returnable upon successful completion of half yearly performance evaluation based on the performance indicators. The validity period of the bank guarantee shall be 7 months.)</td>
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<table>
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<tr>
<th>Part -3 payment for the 1st year:</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>After incorporation of the suggestions put forth by the 2nd quarter evaluation (from date of delivery/commissioning) within 15 days.</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Part -4 payment for the 1st year:</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>After incorporation of the suggestions put forth by the 3rd quarter evaluation (from date of delivery/commissioning) within 15 days.</td>
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<table>
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<tr>
<th>Part -5 payment for the 1st year:</th>
<th>10%</th>
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<tbody>
<tr>
<td>Upon completion of the contract period of 1 year (after 4th quarter).</td>
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</tbody>
</table>

The successful bidder of the online social media management shall be paid in the following schedule of the bid amount for the 2nd year.

<table>
<thead>
<tr>
<th>Part -1 payment for the 2nd year:</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>After incorporation of the suggestions, if any put forth by the 1st quarter evaluation for the second year</td>
<td></td>
</tr>
<tr>
<td>Part -2 payment for the 2nd year:</td>
<td>25%</td>
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<tr>
<td>----------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>After incorporation of the suggestions, if any put forth by the 2nd quarter evaluation for the second year</td>
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</table>

<table>
<thead>
<tr>
<th>Part -3 payment for the 2nd year:</th>
<th>25%</th>
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<tbody>
<tr>
<td>After incorporation of the suggestions, if any put forth by the 3rd quarter evaluation for the second year</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part -4 payment for the 2nd year:</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>After incorporation of the suggestions, if any put forth by the 4th quarter evaluation for the second year</td>
<td></td>
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</table>

### 3. TERMS AND CONDITIONS

a. The articles/photographs developed shall be free from any patent/copyright infringement.

b. The Agency shall not sublet whole or part of the work to any other agency.

c. The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of the Authority.

d. There will be no variation in price quoted during the period of the contract.

e. All payments to be released by MPEDA in the form of RTGS in favor of M/s_______ within 15 days from the date of invoice.

f. MPEDA reserves the right to terminate the contract at any point of time by giving a notice if the progress of work is not satisfactory or the outcome of the work is not meeting the expected functional requirement envisaged by it and in such circumstances the performance security deposit will be forfeited. No compensation will be entertained on account of such termination.

g. The performance security deposit will be returned after successful completion of the contract.

h. The firm shall have GST registration.

i. TDS will be deducted as per the applicable rates.

j. All other terms and conditions mentioned in the tender document will form part of this work order.
k. In the event of breach of contract the Authority is entitled to claim the compensation from the bidder to the extent of loss incurred as determined by the Authority for any loss or damage caused to the Authority.

l. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in appropriate court having jurisdiction in Ernakulam, Kerala.

4. SUCCESSFUL BIDDER ROLES AND RESPONSIBILITIES:

   The Successful bidder warrants, covenants and represents that:

a. It has full rights to accept this work order, and that the acceptance of this work order or the performance of its obligations under the work order will not violate any agreement, person, firm, organization or any law or governmental regulation;

b. It has valid rights and licenses in all its confidential information and Intellectual Property, the sharing of which for the purposes of this work order shall be unhindered without any third party restrictions;

c. The Services shall be performed in a professional manner in accordance with the general industry standard;

d. Not, by itself or its agents, employees or sub-contractors, do anything that would in any manner harm the Authority’s name, reputation or goodwill;

e. It shall, at all times, abide by the laws existing and in force in India, and in particular the State of Kerala with respect to the provision of Services under this Agreement;

f. There is no outstanding or threatened litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably, would reasonably be expected to have a material adverse effect on either Party’s ability to fulfill its obligations under this work order;

g. It does not have any conflict of interest in the Project and it shall not be considered in any manner an ‘interested party’ to the Project;

h. It shall take all consents and governmental approvals necessary to perform the Services under this work order; and

i. It shall not undertake any work during the Term of the Agreement that would be similar to the Services performed hereunder or directly or indirectly affect its performance of Services under this work order.

5. EMPLOYEES AND PERSONNEL:

a. The Successful bidder shall employ and provide only qualified and experienced personnel as may be required to carry out the Services.

b. The Successful bidder shall remain solely responsible for its employees, agents and personnel including their compensation and compliance with applicable
labour laws. At no event shall the employees, agents or personnel of Successful bidder shall be treated as employees, agents or personnel of the Authority.

6. **INTELLECTUAL PROPERTY:**

a. For the purpose of this work order, “Intellectual Property” shall mean any and all tangible and intangible: (i) works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name, (iii) trade secret, (iv) patents, design, and other industrial property, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues.

b. The Parties acknowledge that all deliverables including design and drawings or developments or modifications to existing Intellectual Property created in pursuance to the Services hereunder shall constitute “work made for hire” under the Copyright Act, 1976 and shall be the Authority's exclusive property.

c. Any deliverables in the nature as described in elsewhere in this work order, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such deliverable is created and the Successful bidder agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Successful bidder.

d. To the extent such deliverable contains any of Successful bidder’s confidential information or Intellectual Property, the Successful bidder shall grant to the Authority, an exclusive, worldwide right towards its intellectual property and confidential for the purpose of Authority’s unhindered and free use of the Deliverables.

e. Authority reserves all rights towards its Intellectual Property and Confidential Information shared during this project, and any use of the Successful bidder of such information shall be strictly in accordance with Authority’s written permission and limited to performance of Services under this work order.

7. **CONFIDENTIAL INFORMATION:**

a. The Successful bidder herein agrees and understands that, during the Term of this Agreement and continuing thereafter, it shall be privy and/or in custody of the Authority’s Confidential Information by way of disclosure or by virtue of its relationship herein. The Successful bidder in this regard specifically note that the Authority’s Confidential Information shall constitute Authority’s trade secrets, including without limitation information relating to its official correspondence and its contents, relationship of its clients and vendors, projects, techniques, pricing, customer information etc. and unauthorized disclosure will cause the Authority irreparable harm for which the Successful bidder shall be held fully responsible.
b. The Successful bidder agrees to and shall keep the Authority’s Confidential Information confidential and shall not use the Confidential Information for purposes other than as authorized under this work order.

c. The Successful bidder further agrees to not disclose the Authority’s Confidential Information to third parties without the latter’s prior written consent.

d. The Successful bidder shall strictly share the Authority’s Confidential Information only with its employees who has a “need to know” for the purpose of this work order.

e. The Successful bidder shall protect the disclosing Party’s Confidential Information as it would protect its own information of a like nature but in no event using less than a reasonable standard of care.

f. The terms of this Section shall survive the expiry or earlier termination of this work order.

g. For the purpose of this work order, “Confidential Information” shall mean all proprietary, confidential and trade secret information and all other knowledge relating to the Authority’s capacity, business, products and services, including its manufacturing, technical, financial, intellectual property, documents, marketing information and the terms of this Agreement (including pricing) which Successful bidder is privy of or comes into knowledge or possession, during the Term of this work order, or information which is treated by the Authority as confidential regardless of its form, or which is designated by its nature as confidential, but excluding information that is already in the public domain for no fault of the Successful bidder.

8. **LIQUIDATED DAMAGES**

   a. Time is the essence of the contract. In case of any delay in delivery due to reasons attributable to Successful bidder or delay on overdue payment by Authority, both parties will reserve the right to claim penalty as agreed under the terms of this Agreement or any relevant Work Order signed between the parties.

b. For Error/Variation: In case any error or variation is detected in the reports submitted by the Successful bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Successful bidder, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Successful bidder by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

c. For Delay in completion of the contract: In case of delay in completion of Services for each Stage as specified in Payment Schedule ie. in – Part payment 2, 3 and 4. liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the accepted bid amount per day, subject to a maximum of 5% (five
percent) of the accepted bid amount shall be imposed and shall be recovered by appropriation from the current or pending payment for Services. However, in case of delay due Force Majeure Event, suitable extension of time shall be granted.

d. In addition to the liquidated damages not amounting to penalty, the Authority reserves its rights to issue warning to the Successful bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. Any recovery by way of liquidated damages shall be without prejudice to Authority’s rights and remedies available at law, equity, tort or contract.

9. LIABILITY

In the event of any dispute, the Authority’s liability for direct damages shall in no event exceed the amount of fees payable for the Services in dispute. The Authority shall in no event be liable for any indirect, consequential, special or exemplary damages, howsoever arising under this work order, even if it has been advised of such damages.

10. INDEMNITY

Without prejudice to Authority’s rights and remedies available at law, equity or contract, the Successful bidder shall indemnify, defend and hold harmless the Authority, its directors, agents, affiliates, subsidiaries and personnel, for any and all actions, claims, suits, damages, costs or expenses, arising out of or relating to: (i) any breach of its obligations, duties, representations and warranties including without limitation its warranties regarding Confidential Information and Intellectual Property, (ii) any personal injury or property damage solely attributable to its actions and (iii) any negligence, omission, non-performance or failure of performance of its obligations under this work order except to the extent such failure or non-performance is directly attributable to a Force Majeure Event.

11. TERMINATION

a. This conditions of work order shall come into effect from the date of acceptance of the work order and shall continue through the project period of one year, ie. from the date of successful delivery/commissioning.

b. The Authority shall have the right to terminate this Agreement for convenience by providing advance written notice to the Successful
bidder. In case of such termination, the Authority shall pay such pro-rata portion of undisputed invoices on Services performed to its satisfaction.

c. Either Party shall have the right to terminate this Agreement for cause, if the other Party commits a material breach of this Agreement and the said breach remains uncured for a period of thirty (30) days after notice of such breach is given to the defaulting Party. For avoidance of doubt and without prejudice to the rights of the Authority, the term material breach shall include without limitation the following:

12. As regards the Successful bidder any non-payment of undisputed and accepted invoices within the prescribed due date for payment.

13. As regards the Authority if the Successful bidder, (a) commits a breach of its representations and warranties, (b) fails to commence Services at the agreed timelines except to the extent differed by the Authority on a Force Majeure Event (c) becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, (d) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to this Agreement, (e) submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Successful bidder knows to be false, (f) engages in prohibited practices, (g) any document, information, data or statement submitted by the Successful bidder in its Proposals, based on which the Successful bidder was considered eligible or successful, is found to be false, incorrect or misleading.

d. Upon termination of this Agreement, all monies due and payable by the Authority to the Successful bidder, for any undisputed Services performed to the satisfaction of the Authority, shall become due and payable, after set off against any monies owed by the Successful bidder to the Authority.

e. Upon cessation of this work order in any manner, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such termination; (ii) the obligation of confidentiality as set forth in Clause 7 hereof; and (iii) any right or remedy which the Authority may have under this work order or the Applicable Laws.

f. Upon cessation of this work order in any manner, the Successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for
this purpose to a minimum. With respect to documents prepared by the Successful bidder and materials furnished by the Authority, the Successful bidder shall handover the same to the Authority immediately in good and proper condition.

g. The provisions under this work order, which by their nature intended to survive the expiry or earlier termination of this work order, including Clauses 4, 6, 7, 8 & 14 shall survive in full force and effect after the expiry or earlier termination of this Agreement.

12. PROHIBITED PRACTICES:

The Successful bidder and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Successful bidder, without being liable in any manner whatsoever to the Successful bidder, if it determines that the Successful bidder has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate any pending invoices, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law. In this regard, the following terms shall have the following meanings as assigned to them:

(a) “Corrupt practice” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or work order or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence
the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement.

13. DISPUTE RESOLUTION

a. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In this regard, the Parties shall endeavor to address any issue vis-à-vis the Secretary, Marine Products Export Development Authority and Managing Director of the Successful bidder within two (2) Business Days of receipt of a notice from either Party specifying the nature of the dispute.

b. Any dispute not resolved through the good faith efforts of Senior Management of both Parties for amicable resolution shall then be submitted before the Chairman, Marine Products Exports Development Authority, who shall act as the final arbiter of disputes by agreement of the Parties expressed herein. The Parties agree that all proceedings including, but not limited to, all communications, pleadings, arguments and discovery shall be conducted in the English language. The venue for such arbitration shall be exclusively in the office of Chairman, Marine Products Exports Development Authority, Panampilly Nagar, Ernakulam, Kerala. The Parties to this Agreement, by entering into it, are expressly waiving their rights to have any dispute decided in a court of law or equity before a judge or jury, and instead are accepting the use of binding arbitration. The substantive and procedural law in relation to the Arbitration shall be the laws of
India. The decision of the arbitrator shall be final and binding upon the Parties. Each Party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each Party.

c. This dispute resolution process shall be the sole and exclusive means for resolving any dispute or differences; provided, however, that either Party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the Parties will continue to participate in good faith in this dispute resolution process. All time limitations contained in the dispute resolution sections above may be altered by agreement of the Parties. The courts at Ernakulam shall have exclusive jurisdiction over all such matters.

14. FORCE MAJEUERE

If and to the extent that a Party’s (an "Affected Party") performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by the other Party or by fire, flood, earthquake, war, insurgency, elements of nature or acts of God or any other similar cause beyond the reasonable foreseeable control of the Affected Party or a labor strike, lockouts, union disputes or political hartals (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the Affected Party shall be excused for such hindrance, delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues IF the Affected Party continues to use its best efforts to recommence performance whenever and to whatever extent reasonably possible without delay, including through the use of alternate sources, workaround plans or other means; provided, however, that the use of such alternate sources, workaround plans or other means shall cease, upon the cessation of the Force Majeure Event. For so long as a Force Majeure Event continues, the non-Affected Party shall, upon the Affected Party's reasonable request cooperate with the Affected Party. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event that the Force Majeure Event shall continue for a period exceeding sixty (60) Business Days, the non-Affected Party shall be entitled to terminate this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING:

The Successful bidder shall not assign or subcontract, its rights and obligations under this Agreement without the Authority’s prior written consent.
16. **SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. **ACCEPTANCE OF WORK ORDER**

If the above terms and conditions are acceptable the successful bidder shall return the copy of Work Order to the authority affixing the signature of the Authorized signatory with the official seal of the firm at the bottom of every page as confirmation of acceptance within 10 working days of issue of this work order along with the performance security deposit of amount equivalent to 10% of the first year bid value. Failing to do so will result in the forfeiture of the EMD.

Yours faithfully,

SECRETARY MPEDA

ERNAKULAM

DATE:
APPLICATION FORM:

Last date for uploading of tender is on or before 2 PM on **08/05/19**

From

........................................
........................................
........................................

To

THE SECRETARY

The Marine Products Export Development Authority

P. B. No. 4272, MPEDA House,

Panampilly Avenue, Kochi – 682 036.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Details to be filled in by the Agency</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Firm/Agency</td>
<td></td>
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<tr>
<td>2</td>
<td>Registered office/business address of the agency with telephone, cell, Website, Email and fax number</td>
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</tr>
<tr>
<td>3</td>
<td>Name of Contact Person(s)</td>
<td></td>
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<tr>
<td>4</td>
<td>Address with telephone, Fax numbers, Email and name(s) of the contact person(s)</td>
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</tr>
<tr>
<td>5</td>
<td>Year of Incorporation &amp; Constitution</td>
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<tr>
<td>6</td>
<td>Income Tax - PAN No. (Attach copy of PAN)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>GST No. (Attach copy of GSTN registration)</td>
<td></td>
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<tr>
<td>8</td>
<td>Turnover during last three years (copy of audited Balance sheet to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Turnover in Rupees lakhs (in words and figures)</td>
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<td>------</td>
<td>------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
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<td></td>
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<td>2016-17</td>
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<tr>
<td>2017-18</td>
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9 Whether registered with Registrar of Firms / Companies? If yes Date of Registration (Attach copy of Registration)

10 Customer Profiles (Attach copy of work orders/proof)

11 Infrastructure details
   1) Details of network/branches of agency in India and abroad.
   2) Whether the agency have adequate professionally trained manpower.
   3) Whether the agency is providing services to Union Govt. / Public sector undertakings, Any reputed International organizations, Financial institutions, banks/private sector companies, etc. in past three years.

12 Details of Previous experience (Copies of experience certificates, work orders and proof of Work order value to be attached)

13 Details of Contracted Organization, its address and contact numbers
   | Period of contract | Work order value |
   |                   |                  |
   | From | To |

14 PAN number
Attach copy of Income Tax returns filed for last three years.

<table>
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<tr>
<th>15</th>
<th>Other relevant information, if any</th>
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</table>

16 **Verification** - The application for engagement should be signed by the authorized signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information would lead to rejection of application besides initiation of penal proceedings by the Authority.

17. Format for giving details of key personnel of the agency

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of key personnel</th>
<th>Designation</th>
<th>Years with the Agency</th>
<th>Contact number</th>
<th>Any other information</th>
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Name & Signature of authorized signatory

Date:

Name & Seal of Agency
Annex II

FINANCIAL STATUS OF THE APPLICANT

Fill in the blanks for each of the last three fiscal years, duly certified by Chartered or Public Account or Chamber of Commerce

1. Turnovers during last 3 years:

<table>
<thead>
<tr>
<th>Amount of</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
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</table>

(Signature of Applicant)
Financial Bid.

Last date for uploading of tender is upto 2 PM on 08/05/19

From

…………………………..
…………………………..
…………………………..

To
THE SECRETARY
The Marine Products Export Development Authority
P. B. No. 4272, MPEDA House,
Panampilly Avenue, Kochi – 682 036.

I/We have read and examined the documents relating to the invitation of tender for Online Social media management for MPEDA, which includes website updation, handling of MPEDA’s social media accounts on Facebook, Twitter, Instagram, Youtube etc. as contained in the scope of work. The successful bidder shall be finalised based on the combine lowest bid amount for first and second year. However the execution of the contract for the second year will be on the sole discretion of the evaluation committee.

<table>
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<tr>
<th>Details of Activities</th>
<th>Amount (Rs.)</th>
<th>Tax (%) Rs.</th>
<th>TOTAL Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quote for the online social media management for the first year:</td>
<td></td>
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<tr>
<td>2. Quote for the online social media management for the second year:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Price has to be quoted in Indian Rupees only.
2. Taxes (if any) has to be mentioned
3. The applicable TDS shall be deducted from the payments made by Authority.

4. In case of a miss-match in the amount mentioned in Figures and Words, the amount mentioned in words shall be considered as final.

5. The vendor agree that the above price have been quoted after reading and understanding the complete tender documents

TOTAL: Rs.______________ (In words) ______________

6. Taxes if any. ______________________

GRAND TOTAL: Rs._____________(In words) ______________

Validity of the Tender: Two months from the last date of closing of tender submission (08-05--2019).

I/We agree to keep the Tender valid for the time mentioned above. I/We shall not withdraw the Tender during the validity period, and if so the Authority shall be at liberty to forfeit the EMD and make alternate arrangements at my/our risk and cost in case of withdrawal of Tender during the validity period.

Signatures of authorized signatory

SIGNATURE OF THE VENDOR: .........................

NAME AND ADDRESS ....................... ............

STATUS OF THE SIGNATORY..........................

Place:

Date:
(SEAL)