E-TENDER
for
ONLINE SOCIAL MEDIA MANAGEMENT

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)

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### INDEX

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>ITEM</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Summary</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Tender Notice</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Tender Document</td>
<td>5</td>
</tr>
<tr>
<td>3.1</td>
<td>Introduction</td>
<td>5</td>
</tr>
<tr>
<td>3.2</td>
<td>Description of Services</td>
<td>6</td>
</tr>
<tr>
<td>3.3</td>
<td>Deliverables</td>
<td>7</td>
</tr>
<tr>
<td>3.4</td>
<td>Eligibility &amp; Qualification</td>
<td>8</td>
</tr>
<tr>
<td>3.5</td>
<td>Terms &amp; Conditions</td>
<td>13</td>
</tr>
<tr>
<td>3.5.1</td>
<td>Earnest Money Deposit (EMD)</td>
<td>13</td>
</tr>
<tr>
<td>3.6</td>
<td>Selection Method &amp; Criteria</td>
<td>19</td>
</tr>
<tr>
<td>3.6.5</td>
<td>Instructions for submission of e-tender</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Application Form (Annexure – I)</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Letter Comprising the Bid (Annexure – II)</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>Technical Capacity (Annexure – III)</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Financial Capacity (Annexure – IV)</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>Financial Bid (Annexure – V)</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>Power of Attorney (Annexure – VI)</td>
<td>34</td>
</tr>
<tr>
<td></td>
<td>Power of Attorney for Consortium (Annexure – VII)</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td>Joint Bidding Agreement (Annexure – VIII)</td>
<td>38</td>
</tr>
<tr>
<td></td>
<td>Contract Format</td>
<td>42</td>
</tr>
</tbody>
</table>
# TENDER SUMMARY

<table>
<thead>
<tr>
<th><strong>Name of the work</strong></th>
<th><strong>ONLINE SOCIAL MEDIA MANAGEMENT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Security (Earnest Money Deposit)</td>
<td><strong>Rs. 50,000 (Rupees Fifty Thousand only)</strong> in the form of Account payee DD from any of the scheduled banks in favour of “THE SECRETARY, MPEDA” payable at Ernakulam</td>
</tr>
<tr>
<td>Pre-Bid Meeting Date &amp; Time</td>
<td>05/07/2019 at 10:30 AM</td>
</tr>
<tr>
<td>Last Date and Time for receipt of Bids</td>
<td>18/07/2019 at 2.00 PM</td>
</tr>
<tr>
<td>Time and Date of Opening of Technical Bid</td>
<td>22/07/2019 at 10.30 AM</td>
</tr>
<tr>
<td>Place of Opening the Bid</td>
<td>The Marine Products Export Development Authority, MPEDA House, 27/1162, P.B. No: 4272, Panampilly Avenue, Panampilly Nagar, 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

2. 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 18/07/2019.

Place: Kochi
Date: 27/06/2019

Secretary
MPEDA
3. TENDER DOCUMENT

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
PANAMPILLY AVENUE, KOCHI -36

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

3.1. INTRODUCTION:

a) The Marine Products Export Development Authority (“MPEDA” or “Authority”) hereby floats this tender document for inviting bids from reputed and experienced software companies or social media and web-based marketing agencies/ firms and companies (“Bidders”) for managing and coordinating the digital/ social media pages/ handles of MPEDA and implementing social media strategies of MPEDA for promotion of Indian marine products in international as well as domestic markets (the “Project”).

b) MPEDA has adopted an online single-stage e-procurement process using the Quality cum Cost Based Selection (QCBS) method for identification of the successful Bidder for undertaking the Project. All the bidders (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the consortium), shall simultaneously submit their relevant qualification details for the purpose of meeting the qualification and eligibility criteria stipulated in Clause 3.4 (both for technical capacity and financial capacity) as per terms herein (collectively the “Technical Bid”). The Bidders shall also be required to submit their financial bid with respect to the contract fee (“Financial Bid”) sought by the Bidder for undertaking the Project, as payable by MPEDA under terms hereof and more particularly the Contract (as defined hereafter).

c) In the first stage MPEDA shall evaluate the Technical Bid to ascertain whether the Technical Bid is responsive as per Clause 3.6.1 and whether the Technical Bid fulfils the eligibility and qualification criteria stipulated in Clause 3.4. If the Technical Bid is considered responsive and the Bidder has fulfilled the eligibility and qualification criteria stipulated in Clause 3.4, the Technical Bid shall be allocated marks as per the scoring criteria stipulated in Clause 3.6.4. The Technical Bid shall be evaluated on 100 marks on the parameters described and as per the mechanism stipulated in Clause 3.6. Only the Bidders whose Technical Bids are responsive, fulfils the eligibility and qualification criteria specified in Clause 3.4 and who have scored a minimum of 70 marks during the course of evaluation of the Technical Bid, shall be eligible to have their Financial Bids opened and evaluated. The Financial Bid shall be allocated 100 marks and the Bidder quoting the lowest Contract Fee shall be assigned full marks, and other quotes shall be allocated marks on inversely proportionate basis in the manner illustrated in Clause 3.6.2.
d) Based on the respective assigned weightage of [50%: Technical Bid] and [50%: Financial Bid], respectively, and the QCBS computation of score to be made in relation to each Bidder, the Bidder scoring highest marks in accordance with terms hereof shall be the successful Bidder for the award of the Project. The detailed procedure for identification of the successful Bidder has been provided in Clause 3.6.

e) Upon identification of the successful Bidder pursuant to this tender document, MPEDA and the successful Bidder shall enter into a contract ("Contract") with tenure of 2 (two) years from the date of commissioning of Services, which shall be further extendable by 1(one) more year as per the terms and conditions stipulated in the Contract. The extension of the Contract tenure will be based on their performance evaluation on indicators like "News feed, followers, re-tweets, number of likes, number of shares, comments, discussions based on the posts, number of website hit through the posted leads etc." by a team of experts.

f) The services which are to be provided by the successful Bidder have been described herein below in Clause 3.2 ("Services"). For the purpose of clarification, upon signing and execution of the Contract, the successful Bidder shall be referred to as the “Agency”. The successful Bidder shall commence the creation and commissioning of social media tools within 2 (two) months of the execution of the Contract.

3.2. DESCRIPTION OF SERVICES

The successful Bidder shall be required to provide the following Services as part of the Project:

3.2.1. To develop online promotion strategy, implement and coordinate with social media websites/online platforms in the following areas on a regular basis:

3.2.2. Prompt interactions with MPEDA’s audience in the social media space, as well as, for developing appropriate strategies for engaging the audience in relevant conversations around MPEDA’s key agenda/policy matters.

3.2.3. Manage or create social media pages/handles of MPEDA. Facebook: https://www.facebook.com/seafoodmpeda/

Twitter: https://twitter.com/MPEDACOCHIN

YouTube: https://www.youtube.com/channel/UC_yViTri65_fU246jqD07uA

Create Instagram account for MPEDA.

3.2.4. Creation of any non-paid social media account for MPEDA with prior approval, in platforms like Instagram, Linkedin or any such for the better promotion of marine products from India.

3.2.5. Identify target audience preferences and build content accordingly.

3.2.6. Modify the existing MPEDA website to meet the requirements for marketing among the targeted audience.

3.2.7. Creation of digital online content (creatives, GIFs, visuals, videos, animations etc.) relevant to marine products industry in the current scenario.
3.2.8. Monitor and analyse the social media outreach in order to be able to craft strategy proposals.

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

3.2.10. Promote MPEDA’s events on social media.

3.2.11. Prompt query and feedback management including posting of replies.

3.2.12. Develop and update the FAQ bank of MPEDA based on user feedback.

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

3.2.14. New look to the social media pages/handles every 3 (three) months.

3.2.15. Monitor and update the Wikipedia page of MPEDA with appropriate content.

3.2.16. Create, sent and track HTML newsletters for MPEDA.

3.2.17. Create and update Photo Bank with cataloguing needs to be developed consisting of at least 100 (hundred) high quality and high-resolution aesthetic photographs on Indian marine products and marine industry in a quarter.

For the avoidance of doubt, all the Services described above shall be put into practice within 2 (two) months from the date of execution of the Contract.

The Agency shall have the freedom to submit any more creative ideas/services which will be beneficial for online promotion of Indian seafood and allied products.

3.3. DELIVERABLES

The following are the minimum deliverables to be ensured to cover the scope of work.

3.3.1. Facebook:

(i) Profile updation, verifying the page, merging of accounts & management of the page.
(ii) Customizing with vanity URL
(iii) Facility to access the services through the Facebook page
(iv) Minimum 1 (one) update per day
(v) Continuous engagement
(vi) Minimum 3000 (three thousand) permanent new fans per month

3.3.2. Blog:

(i) Creation & customization
(ii) Design services
(iii) 2 (two) articles per month

3.3.3. Online videos/ YouTube Channel:

(i) Creation, uploading and management of videos/ animations.
(ii) Testimonials & interviews
(iii) Event videos
(iv) Corporate videos
(v) 1 (one) video per fortnight
(vi) Minimum 1000 (thousand) views per month

3.3.4. Wikipedia:

(i) Content creation for the page
(ii) Updating the contents as and when required
(iii) 24 X 7 page monitoring
(iv) Diplomatic edit strategy

3.3.5. Website Updation & Management
(i) Revamping and restructuring of the existing website
(ii) User-friendly front end & back end
(iii) Proactive development
(iv) Site backups
(v) Security audits and fixes
(vi) 24 X 7 support

3.3.6. Twitter
(i) Profile creation & management
(ii) Engaging with community
(iii) 5 (five) tweets per week

3.3.7. E-mail Newsletters
(i) 1 (one) HTML newsletter per week
(ii) Content & design in HTML
(iii) Spam free delivery
(iv) Database management
(v) Analytics & tracking

3.3.8. Instagram
(i) Profile creation & management
(ii) Engaging with community
(iii) 5 (five) updates per week

3.3.9. Photobank
Create and update Photo Bank with cataloguing needs to be developed consisting of at least 100 (hundred) high quality and high-resolution aesthetic photographs on Indian marine products and marine products industry in a quarter.

3.3.10. Apart from the above platforms, the Agency may introduce MPEDA in any new social media platforms without any additional cost.

3.4. ELIGIBILITY & QUALIFICATION:

The Bidders shall be required to fulfil the following eligibility and qualification criteria:

3.4.1. The Bidder should be a legal entity registered or incorporated under applicable laws in India or under the applicable laws of its country of origin or it may be a consortium of entities ("Consortium") coming together to implement the Project. The maximum number of members in a Consortium shall not exceed 2 (two).

In case the Bidder is in the nature of a Consortium, the following conditions shall be fulfilled:

(a) Bid should contain the information required for each Member of the Consortium, provided number of members of Consortium should not exceed two (2). None of the members in a Consortium should be under any sort of ineligibility under this tender document;
(b) The Bid should contain the information required for each member of the Consortium;

(c) Members of the Consortium shall nominate one (1) member as the lead member (“Lead Member”);

(d) The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure VII signed by all the other members of the Consortium along with the charter document or board resolution in favour of the executant;

(e) The parties to a Consortium acting through and represented by Lead Member shall sign the Contract with the Authority, and the parties to a Consortium shall be jointly and severally liable if the Project is awarded to the Consortium;

(f) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to design and construction supervision obligations; and

(g) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia, convey the intent to enter into the Contract and subsequently carry out all the responsibilities as service provider in terms of the Contract, in case the Project is awarded to the Consortium;

(h) There shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the Members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive.)

3.4.2 Any entity which has been barred by the Central/ State Government/Public Sector Undertaking, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the bid, either individually or as member of a Consortium. Self-declaration in this regard, certified by Bidder’s MD/CEO/Chairman & Chartered Accountant shall be submitted.

3.4.3 A Bidder should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. Self-declaration in this regard, certified by Bidder’s MD/CEO/Chairman & Chartered Accountant shall be submitted.

Further, a Bidder shall not have a conflict of interest, as more specifically described below, (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The
Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“Damages”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or Associate thereof (or any shareholder thereof having a shareholding of more than 25 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 3.4.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b) a constituent of such Bidder is also a constituent of another Bidder; or

c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or

d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position
to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or

f) Such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.4.3, shall include each Member of such Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under common control with such Bidder/Consortium Member (the “Associate”). The expression “Control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract/agreement or otherwise.

3.4.4 To be considered a qualified Bidder and for its bid to be evaluated for further consideration in accordance with the terms herein, a Bidder, either a single legal entity or Consortium, shall be required to, inter alia, fulfill the following minimum eligibility criteria in terms of Technical Capacity and Financial Capacity as set out hereunder:

3.4.4 (a) **Technical Capacity – Essential conditions**

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<th>Sl No.</th>
<th>Criteria</th>
<th>Documentary Evidence</th>
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| 1      | The Bidder must be a registered entity with minimum 3 (three) years of existence on the day of submission of bid. | • Certificate of Incorporation  
• PAN Card  
• GST Registration Certificate  
• Bank account & RTGS details |
| 2      | The Bidder must have at least 3 (three) years of experience in leveraging online/social media for raising the visibility of Government organizations/public sector undertakings/internationally reputed private organizations. | • Copies of work orders/ Client Completion Certificate  
• Statutory auditor’s certificate  
• Names and address of clients who may be contacted for further information on those contracts. |
| 3      | The Bidder must have the experience of running similar campaigns for at least 2 (two) Government organizations/ public sector undertakings / internationally reputed private organizations in the last 3 (three) years. | • Copies of work orders/ Client Completion Certificate  
• Statutory auditor’s certificate  
• Names and address of clients who may be contacted for further information on those contracts. |
4. The Bidder must have the following experience:
   a) Familiarity with requirements for preparing content, visuals and animations for social media.
   b) Experience in creating “out of the box” digital campaign concepts using web analysis and extensive research that suits the customer requirements.
   c) The Bidder should have capability and experience in creation of comprehensive digital marketing and social media campaigns on a turnkey basis in reputed organizations.

5. The Bidder must have the following experienced professionals in the area of Social Media Management (Facebook, Twitter, Instagram, LinkedIn etc.) and video publishing management, as permanent employees on its rolls.

   • Self-declaration certified by Bidder’s MD/CEO/Chairman & Chartered Accountant.
   • Credentials and Profiles of the proposed Project Team.

### 3.4.4 (b) Financial Capacity – Essential conditions

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<th>Criteria</th>
<th>Documentary Evidence</th>
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<tr>
<td>1</td>
<td>Average annual financial turnover of related services during the last 3 (three) financial years, preceding the bid due date should be at least Rs. 30,00,000/- (Thirty lakh rupees)</td>
<td>Audited balance sheet, annual report and profit and loss statement for the last three financial years prior to the bid due date, counter signed by the statutory auditor/chartered accountant.</td>
</tr>
<tr>
<td>2</td>
<td>Positive net-worth in the financial year ending 31st March, 2019.</td>
<td>Audited balance sheet, annual report and profit and loss statement for the financial year preceding the bid due date, counter signed by the statutory auditor/chartered accountant.</td>
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</table>

For the purposes of this tender document,

(i) Net-worth means:
   (a) in case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
   (b) in case the Bidder is a trust or a society, the sum of available corpus and reserves.
(c) in case the Bidder is any other entity - the aggregate value of the paid up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

(ii) Turnover means:
(a) in case the Bidder is a company or any other entity except for a society or trust - the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
(b) in case the Bidder is a society or a trust: the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.

For the avoidance of doubt, the Bidders shall be mandatorily required to fulfill all of the above mentioned essential technical and financial criteria as mentioned in Clauses 3.4.4 (a) & 3.4.4 (b) respectively, in order for the Technical Bid to be evaluated as per the scoring criteria mentioned in Clause 3.6.4 below.

Further, along with the abovementioned requirements Bid must be accompanied by the audited annual reports and financial statements (including the profit and loss statement and balance sheet) of the Bidder for the last 3 (three) financial years prior to Bid Due Date.

In case the annual report and financial statement for the immediately previous financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor/CA. In such a case, the Bidder shall provide the audited annual reports/Financial statement for the financial year preceding the latest financial year for which the audited annual report/Financial statement is not being provided.

3.5. TERMS AND CONDITIONS

3.5.1. Earnest Money Deposit (Bid Security):

(a) Earnest Money Deposit (EMD) Amount: Rs. 50,000/- (Rupees Fifty Thousand Only). Bids received without EMD shall be summarily rejected treated as non-responsive and shall be returned without technical evaluation. The EMD may be submitted in the form of Demand Draft only (with 3 months validity from the bid due date) from a scheduled commercial bank. A scanned copy of the EMD should be attached along with the Technical Bid and the original demand draft for the EMD should reach MPEDA before the bid due date.

(b) 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 should be attached in the Technical Bid.
(c) The EMD will be forfeited if the Bidder withdraws from the tender in any respect within the validity period of their bid. The EMD shall also be forfeited if the successful bidder fails within the specified time limit -
- To sign the Letter of Award;
- To furnish the Performance Security within the period prescribed thereof in the Contract;
- Sign the Contract.

(d) The EMD of unsuccessful Bidders will be returned without interest after finalization and execution of the Contract with the successful Bidder.

(e) The EMD of the successful Bidder will be returned without any interest upon the receipt of Performance Security.

(f) The request of the Bidder to withdraw his bid offer after the bid due date will not be entertained and result in the forfeiture of the EMD. Such Bidder will be black listed and will be debarred from participating in future tenders floated by MPEDA.

(g) In case of cancellation of this tender, the EMD of all the bidders shall be returned to the respective bidders promptly by the Authority.

3.5.2. Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non-responsive bid. The bid and all communications in relation to or concerning the bid shall be in English language.

3.5.3. The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process.

3.5.4. The documents including tender document and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause 3.5.4 shall also apply mutatis mutandis to bids and all other documents submitted by the Bidder, and the Authority shall not return to the Bidders any bid, document or any information provided therewith. These tender documents are non-transferable.

3.5.5. Verification and Disqualification

(a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to this tender document and the Bidder shall, when so required by the Authority, make available all such information, as may be necessary for such verification.

(b) The Authority reserves the right to reject any bid if:
(i) at any time, a material misrepresentation is made or uncovered; or
(ii) the Bidder does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder.

(c) In case it is found during the evaluation or at any time before selection of successful Bidder that one or more of the eligibility requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith. If the successful Bidder has already been issued the work order or has entered into a Contract for provision of Services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender document, be liable to be terminated, by a communication in writing by the Authority to the successful Bidder without the Authority being liable in any manner whatsoever.

(d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser MPEDA in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issuance of the LOA or (ii) execution of the Contract for provision of Services. In the event any such adviser is engaged by the Successful Bidder, after issuance of the LOA or execution of the Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract for provision of Services to be executed by MPEDA at a later stage, and without prejudice to any other right or remedy of MPEDA, which MPEDA may have under or otherwise, the LOA or the Contract as the case may be, shall be liable to be terminated without MPEDA being liable in any manner whatsoever to the Successful Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated prior to the Bid Due Date.

3.5.6. Clarifications

(a) Bidder requiring any clarification on the tender documents may notify the Authority in writing by e-mail. They should send in their queries on or before the date specified in Section 2. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

(b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 3.5.6 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
(c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

(d) To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought herein above, its bid may be liable to be rejected. In case the bid is not rejected, the Authority may proceed to evaluate the bid by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation.

3.5.7. MPEDA shall have right to issue addendum/corrigendum to the tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein. Each addendum if any will be published in the Central Public Procurement Portal as well as the MPEDA website and shall form a part of the original invitation to the tender. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, MPEDA may, in its sole discretion, extend the bid due date.

3.5.8. Format & Signing of Bid

(a) The Bidder shall provide all the information sought under this tender document. The Authority will evaluate only those bids that are uploaded on the e-Tender Portal in the required formats and complete in all respects, and all other submission of legal documents including but not limited to the Power of Attorney specified in Annexure VI and the EMD.

(b) The Bidder shall submit its bid along with all annexure as prescribed under this tender document, on the e-Tender Portal. Each page of the bid shall be signed digitally by the Bidder. The Bidder shall complete uploading their bids by signing with Class III - Digital Signature Certificates, upon uploading the bid on the e-Tender Portal. For the avoidance of doubt, the authorized signatory of the Bidder shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the bid on the e-Tender Portal.

(c) The Bidder shall also by the bid due date; submit a hard copy of certain legal instruments and documents in hard copy to the address and person mentioned
hereunder. The hard copy submission shall be referred to as the “Enclosures of Bid”. The Enclosures of Bid shall include the following particulars:

(i) Original Demand Draft for the purpose of payment of EMD;
(ii) Application Form as provided in Annexure I;
(iii) Letter Comprising the Bid as provided in Annexure II; and
(iv) Power of Attorney for signing of Bid in the prescribed format as provided in Annexure VI supported with board resolution or relevant extract of charter document in favour of executants.
(v) Power of Attorney in favour of the Lead Member in the prescribed format as provided in Annexure VII supported with board resolution or relevant extract of charter document in favour of executants (only in case of Consortium);
(vi) Joint Bidding Agreement as per the format provided in Annexure VIII, duly signed and notarized (only in case of Consortium).

The hard copy submission of the Enclosures of Bid shall be made in a sealed envelope and the envelope shall be marked as “RFP for Appointment of Social Media Management Agency”. The envelope shall clearly mention the name and address of the Bidder.

The envelope mentioned above shall be addressed to the following officer and shall be submitted at the address below:

DESIGNATION: Secretary, Marine Products Development Authority (MPEDA)
ADDRESS: 27/1162, P.B. No: 4272, Panampilly Avenue, Panampilly Nagar, Kochi– 682 036, KERALA
PHONE NO: [0480 2321722]
E-MAIL ADDRESS: [pub@mpeda.gov.in, premdev@mpeda.gov.in]

For the avoidance of doubt, it is clarified that without prejudice to the requirement of submission of hard copy of Enclosures of Bid, a scanned copy of the abovementioned Enclosures of Bid shall also be uploaded on the e-Tender Portal along with the respective bids. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

In case of any discrepancy and difference between the scanned copy and the original hard copy of the Enclosures of Bid, the original hard copy shall prevail.

3.5.9. Rejection of Bids

(a) Notwithstanding anything contained in this tender document, the Authority reserves the right to reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such rejection or annulment, and without
assigning any reasons thereof. In the event that the Authority rejects or annuls all the
bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.

(b) The Authority reserves the right not to proceed with the bidding process at any time,
without notice or liability, and to reject any bid without assigning any reasons.

3.5.10. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation
for the Bidders shall not be disclosed to any person who is not officially concerned with
the bidding process or is not a retained professional advisor advising the Authority in
relation to or matters arising out of, or concerning the bidding process. The Authority
will treat all information, submitted as part of the Bid, in confidence and will require all
those who have access to such material to treat the same in confidence. The Authority
may not divulge any such information unless it is directed to do so by any statutory
entity that has the power under law to require its disclosure or to enforce or assert any
right or privilege of the statutory entity and/or the Authority or as may be required by
law or in connection with any legal process.

3.5.11. The Agency shall have to submit a Performance Security in the form of Bank Guarantee
equivalent to 10% of the value of the Financial Bid quoted (“Performance Security”).
The Performance Security shall be valid for a period of 27 (twenty seven) months from
the date of execution of the Contract. On successful completion of the Contract period,
if the Contract is extended for another year, the Agency shall ensure that the
Performance Security is extended for another 13 months.

3.5.12. The Courts at Ernakulam, Kerala shall have the exclusive jurisdiction over all
cases/proceedings relating to any dispute or claim arising out of or any case of
performance related to this tender document.

3.5.13. The Agency shall actively engage in Content creation & management for the Contract
tenure 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.

3.5.14. The Agency should upload minimum 1 (one) online promotional video in a fortnight
along with other static digital content (concept for video will be provided by MPEDA).

3.5.15. The Agency should give a fresh version of MPEDA website in each year.

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

3.5.17. The Agency should closely monitor the campaigns and must submit ‘Effectiveness
Analysis and MIS reports’ monthly to MPEDA on the effectiveness of the online
campaign along with suggestions or mid-term correction if required.
3.5.18. The Agency has to work closely with officials of MPEDA and all the contents to be uploaded in online platform should have received prior approval from the MPEDA officials.

3.5.19. The Agency should ensure the confidentiality of the information relating to work or to any aspect of MPEDA’s activities that comes into its possession as a result of or in connection with its work under this Project.

3.5.20. Payment will be released on the basis of payment schedule set out in the Contract.

3.5.21. MPEDA reserves the right to terminate the Contract or incomplete execution/poor performance by the Agency, by giving 1 (one) months’ notice.

3.5.22. The Bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking, Govt. of India as on the Bid Due Date.

3.5.23. Notwithstanding anything contained in this tender document, MPEDA reserves the right to reject any Bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.

3.5.24. The Bids shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.5.25. **Pre-Bid Conference**
Pre-bid conferences of the Bidders shall be convened at MPEDA HO on 24/06/2019, at 10:30 AM. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. During the course of pre-bid conference, the Bidder shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

3.6 **SELECTION METHOD & CRITERIA**

3.6.1. As stated earlier, the bidding process shall be a two-stage process. The Authority shall open the Bids received on the Tender Website on the date specified in Section 1 of this tender document at the place specified therein in Section 1 and in the presence of the Bidders who choose to attend.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bids. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

Prior to the detailed evaluation of the Technical Bids, as a first step, MPEDA shall determine whether each bid is responsive. The Authority, as part of the test of responsiveness, shall ascertain whether the Bid is:
I. Complete in all respects and contains all the information sought by MPEDA;
II. Uploaded on the e-Tender Portal as per the format provided in Annexures I-IV and VI-VIII along with all other supporting documents; For the avoidance of doubt, Annexure V (Financial Bid) shall not be attached with the Technical Bid
III. Accompanied by the scanned copy of the EMD as well as hard copy submission of the DD towards the payment of EMD;
IV. Accompanied by the Power of Attorney as per the format provided in Annexure VI and is accompanied by the board resolution/charter document in favour of the executants;
V. Accompanied by a Power of Attorney as per the format provided in Annexure VII in favour of the Lead Member accompanied by the board resolution/charter document in favour of the executant (only applicable in case of Consortium);
VI. Accompanied by a copy of the Joint Bidding Agreement (only in case of Consortium)
VII. Signed and initialled in accordance with the terms of this tender document
VIII. Not conditional or does not contain any qualification; and
IX. Substantially responsive to the requirements set forth in the tender document.

The evaluation shall be based on technical and financial parameters. The weightage for the technical parameters and the financial parameters shall be 50% each.

3.6.2. Technical Weightage and Financial Weightage

Technical Weightage (St): Once the Technical Bid has fulfilled the minimum eligibility criteria in terms of Technical Capacity and Financial Capacity, the same shall be marked as per the scoring criteria specified in Clause 3.6.4. The marks scored by the Bidder in technical evaluation shall be calculated to 50 points as below:

\[ St = T \times 0.50 \]
where T is the technical score awarded to the Bidder as per the technical evaluation criteria

Financial Weightage (Sf): The marks scored by the Bidder in financial evaluation shall be calculated to 50 points as below:

\[ Sf = 50 \times \left( \frac{Fm}{F} \right) \]
where Fm= lowest bid offer; F = bid value quoted by individual Bidder

3.6.3. Final Selection:
The combined technical and commercial score shall be calculated as \( S = St + Sf \).

The Bidder who achieves the highest score shall be declared as the successful bidder and shall be awarded the project. In case two or more Bidders score the same marks, then the Bidder with the higher technical score shall be declared as the successful bidder.

Upon the determination of the successful bidder, the Authority shall issue to such successful bidder a letter of award (“LOA”) in duplicate by the Authority and the successful bidder shall within fifteen (15) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful bidder is not received by the stipulated date, the Authority may disqualify such Bidder from the Project and the Bidder scoring the second highest marks shall be considered.
### 3.6.4. TECHNICAL EVALUATION & SCORING PATTERN (Technical Bid & Presentation)

The technical evaluation and scoring criteria has been broadly defined hereunder. The Bidder has to provide documentary proof against each criterion as a part of technical evaluation.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Criteria</th>
<th>Marks</th>
<th>Documentary Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total years of experience in social media management.</td>
<td>10</td>
<td>Documents of incorporation and commencement of business.</td>
</tr>
</tbody>
</table>
| 2      | Number of projects for social media management undertaken for State/Central Government bodies and PSUs. | 10    | • Copies of work orders/ Client Completion Certificate  
       |                                                                             |       | • Statutory auditor’s certificate  
       |                                                                             |       | • Self-declaration certified by Bidder’s MD/CEO/Chairman & Chartered Accountant |
| 3      | Number of similar projects undertaken for reputed private organizations. | 10    | • Copies of work orders/ Client Completion Certificate  
       |                                                                             |       | • Statutory auditor’s certificate  
       |                                                                             |       | • Self-declaration certified by Bidder’s MD/CEO/Chairman & Chartered Accountant |
| 4      | Total years of experience of permanent employees in social media management. | 10    | • Self-declaration certified by Bidder’s MD/CEO/Chairman & Chartered Accountant  
       |                                                                             |       | • Credentials of team                                                                |
| 5      | Contact Office of Bidder in Kerala                                        | 5     | Self-declaration certified by Bidder’s MD/CEO/Chairman & Chartered Accountant         |
| 6      | Average annual financial turnover of related services during the last 3 (three) consecutive financial years, ending 31st March, 2019. | 5     | Audited balance sheet, annual report and profit and loss statement counter signed by the Chartered Accountant |
| 7      | Concept Presentation                                                      | 50    |                                                                                       |
| 7A     | Content Development Strategy                                              | 10    |                                                                                       |
| 7B     | Concept and Methodology for Social Influencer Programmes                  | 10    | Samples of creative material of 2 (two) previous campaigns/ projects such as graphical messaging, infographics and creative material for engagement activities on social media. |
| 7C     | Understanding of MPEDA’s work & the scope of services                     | 10    |                                                                                       |
| 7D     | Best Practices & Innovative Ideas                                         | 10    |                                                                                       |
| 7E     | Proposed work plan & milestones                                          | 10    |                                                                                       |
| **Total** |                                                                 | **100** |                                                                                       |
For points 1 to 4 and 6, the score will be calculated on a pro rata basis. E.g. For point no 1, the Bidder with the highest number of years of experience will receive the maximum marks and the rest of the Bidders will receive proportionate marks. If the highest experience is 25 years, the Bidder with 25 years will get 10 marks and Bidder with 19 years will get 7.6 and a Bidder with 10 years will get 4 marks for that component.

For the avoidance of doubt, the Financial Bids of only those Bidders who score above 70% in the evaluation of the Technical Bid will be opened.

3.6.5. INSTRUCTIONS FOR SUBMISSION OF TENDER ON CENTRAL PUBLIC PROCUREMENT PORTAL

Bidders are advised to study the tender 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 (after log in to the portal using Digital Certificate) (“e-Tender Portal”) in two bid systems i.e. (i) technical bid and (ii) financial bid not later than the date and time specified in the tender document. 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. 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).

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 the bid due date along with the other Enclosures of Bid (as specified in Clause 3.5.8 (c) above) and time to the address given above.

For the avoidance of doubt, Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

3.6.6. In addition to all other requirements stipulated under this tender document, the Technical Bid shall mandatorily include the following details:

3.6.6.1. Application Form (Annex), along with all supporting attachments.

3.6.6.2. An Earnest Money Deposit (EMD) of Rs. 50,000/- shall be submitted as mentioned in the terms and conditions.

3.6.6.3. Agency Profile along with details of Organization Structure and Employee Strength.

3.6.6.4. Letter Comprising the Technical Bid

3.6.6.5. Copy of PAN Card and GST Registration.

3.6.6.6. Copies of Chartered Accountant certified audited balance sheet for the 3 (three) consecutive financial years starting from 2016-17 to 2018-19along with the turnover details filled and certified by Chartered Accountant in the prescribed format as per Annexure IV.

3.6.6.7. Supporting documents of 3 (three) 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.

3.6.6.8. 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.

3.6.6.9. Samples of creative material of two previous campaigns/projects such as graphical messaging, info-graphics and creative material for engagement activities on social media.

3.6.6.10. The Bidder should submit a Power of Attorney as per the format prescribed at Annexure VI, authorizing the signatory of the bid to commit the Bidder, along with a board resolution or relevant extract of the charter document in favour of the executant.

3.6.6.11. All supporting documents listed against eligibility criteria and technical evaluation criteria.

3.6.7. Financial Bid document should comply the following:

The Bidder 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 Annexure V, and all applicable taxes should be shown separately (to be submitted online in the BOQ format provided as per Annexure V).

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

*******
4. **APPLICATION FORM**  
(ANNEXURE - I)

**Last date for receipt of tender** is on or before 2 PM on 18/07/2019

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 Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Firm/Agency</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Registered office/business address of the Agency with telephone, cell, Website, Email and fax number</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of Contact Person(s)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Address with telephone, Fax numbers, Email and name(s) of the contact person(s)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Year of Incorporation &amp; Constitution</td>
<td></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>
</tr>
<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>
<td></td>
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<td>2016-17</td>
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<td>2018-19</td>
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</table>

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 has 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)

<table>
<thead>
<tr>
<th>Details of Contracted Organization, its address and contact numbers</th>
<th>Period of contract</th>
<th>Work order value</th>
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<tbody>
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<td></td>
<td>From</td>
<td>To</td>
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</table>

13 Income Tax paid (Attach copy of Income Tax returns filed for last three financial years)

14 Other relevant information, if any

15 **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.

16. 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 Bidder
ANNEXURE II

LETTER COMPRISING TECHNICAL BID

Dated:

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

Sub:  Bid for Appointment of Social Media Agency of Marine Products Export Development Authority

Dear Sir,

1. With reference to your RFP document dated [insert date], I/we, having examined the tender documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of Strategic Partner for the aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as a Strategic Partner for undertaking the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

6. We certify that in the last three (3) years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract, nor have had any contract terminated for breach on our part.
7. I/ We declare that:
   
a)  I/ We have examined and have no reservations to the tender documents, including any Addendum issued by the Authority;
   
b)  I/ We do not have any Conflict of Interest in accordance with Clause 3.4.3.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.

10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, I/ we/any Member of the Consortium have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we/any Member of the Consortium have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of Consortium or against our/ their CEO or any of our Directors.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP; we shall intimate the Authority of the same immediately.

15. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per formats provided at Annexure VI and VII respectively of the RFP, are enclosed.

16. [We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of its Members. We further agree and acknowledge that the Consortium Members shall be jointly and severally responsible for the obligations contained in the Bidding Documents.]¹

¹To be retained only in case of a Consortium.
17. I/ We understand that the Selected Bidder shall be an existing {Company/proprietorship firm/insert nature of entity} incorporated under relevant laws of or from outside India under equivalent law.

18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the tender documents carefully. I/ We understand that except to the extent as expressly set forth in the Contract, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.

21. The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender document, Contract, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Contract Fee and implementation of the Project.

22. The Bid Security in accordance with this RFP and in the form of a demand draft is attached.

23. I/We agree and understand that the Bid is subject to the provisions of the tender documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / service is not awarded to me/us or our Bid is not opened.

24. I/We agree and undertake to abide by all the terms and conditions of the RFP.

25. [We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Contract.] ²

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the Authorized signatory)
Place: (Name and designation of the of the Authorized signatory)
Name and seal of Bidder/Lead Member

²To be retained only in case the Bidder is a Consortium.
ANNEXURE III

TECHNICAL CAPACITY

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder:

<table>
<thead>
<tr>
<th>Experience in leveraging online/ social media for raising the visibility of Government organizations/public sector undertakings/ internationally reputed private organizations for at least 2 (two) organizations in the last 3 (three) years. (Select as applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
</tr>
<tr>
<td>Project Brief (Narrative description of Project)</td>
</tr>
<tr>
<td>Note: 1. If the design is completed for the project but the development is in progress, mention the current status as ‘Design Completed’</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>Description of actual contract / services provided:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>Address of Client:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact phone number and e-mail of Client:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start date (month/year):</th>
<th>Completion date (month/year):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of Project:</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder/Lead Member

Notes:

1. The Project Data Sheet mentioned above should necessarily be accompanied by supporting documents mentioned in Clause 3.4.4 (a).
ANNEXURE -IV
FINANCIAL CAPACITY OF THE BIDDER

Fill in the blanks for each of the last 3 (three) fiscal years, duly certified by statutory auditor/chartered accountant.

1. Turnovers during the last 3 (three) consecutive financial years:

<table>
<thead>
<tr>
<th>Bidder Type</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Member of Consortium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Net Worth during the previous Financial Year

<table>
<thead>
<tr>
<th>Bidder Type</th>
<th>2018-19</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Member of Consortium</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Bidder)
ANNEXURE - V

FINANCIAL BID

Last date for receipt of tender is upto 2 PM on 18/07/2019

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 combined 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>
<thead>
<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>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Quote for the online social media management for the second year:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Price has to be quoted in Indian Rupees only.

1. Taxes (if any) has to be mentioned
2. The applicable TDS shall be deducted from the payments made by Authority.

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

4. The Bidder agrees 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: 2 (two) months from the bid due date, i.e. 22/09/2019

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.

Signature of authorized signatory

NAME AND ADDRESS …………………………

STATUS OF THE SIGNATORY……………………………

Place:
Date:
(SEAL)
ANNEXURE VI

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, __________________________(name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _______________________/ Ms _____________________(Name), son/daughter/wife of ________________________, presently residing at ________________, who is (presently employed with us and holding the position of ____________________), as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for[***](“Project”) proposed or being developed by the [***] (the “Authority”) including but not limited to signing and submission of all bids and other documents and writings, participation in applicants’ meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the completion of the Project as per the contract(s) for provision of services with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _______________, THE ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF ____, 2019.

For

________________________

(Signature)

Witnesses:

(Name, Title and Address)

1.
Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/poer of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

- However, in the countries, which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country.
ANNEXURE VII

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas The Marine Products Exports Development Authority ("Authority") has invited bids for ........................................ (“Project”).

Whereas, ___________, __________and ____________ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _______ and M/s. ______, having our registered office at ______________ {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ________, having its registered office at ____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project until the expiry of the Term of the Contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the completion of the Project as per the Contract entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

36
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For ________

(signature)
(Name & Title)

For ________

(Signature)
(Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Witnesses: [Notarised]
1.
2.

Notes:

• The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

• Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

• Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).

• For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

• However, in the countries which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country.
ANNEXURE VIII

JOINT BIDDING AGREEMENT

THIS JOINT BIDDING AGREEMENT is entered into on this the ............ day of ............ 20...

AMONGST

1. { ..........., a company/any other entity incorporated/registered under the ........} and having its registered office at ............ (Hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { ..........., a company/any other entity incorporated/registered under the ........} and having its registered office at ............ (Hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

(A) The Marine Products Export Development Authority, an autonomous body under the Ministry of Commerce and Industry, Govt. of India (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Request for Qualification No. ............ dated ............ (the “RFP”) for selection of bidders for ................. (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Contract with the Authority and perform all its obligations in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s ................ would be responsible for the following obligations in the Contract for the Project

- ............
- ............
- .......

The other member M/s ................ would be responsible for the following obligations in the Contract for the Project.

- ............
- ............
- .......

The Parties are together responsible for performing all its obligations in terms of the Contract for the Project.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its
incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or threatened, to the best of such Party's knowledge, which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the termination of the Contract. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, post physical verification, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.
8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by the laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED                              SIGNED, SEALED AND DELIVERED
For and on behalf of                                      For and on behalf of
LEAD MEMBER by:                                           PARTY OF THE SECOND PART by:
(Signature)                                               (Signature)
(Name)                                                   (Name)
(Designation)                                             (Designation)
(Address)                                                 (Address)

In the presence of:
1. 2.

Notes:
1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

4. However, in the countries, which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country.
CONTRACT

PMP-PUB/SMM/1/2019                                                                                  Date:
M/s.  ………………..

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, Youtube 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 attached herewith. The Work Order and the attached terms and conditions shall together constitute the agreement between MPEDA (“Authority”) and M/s ________ (“Agency”) for online social media management (“Contract”).

1. SCOPE OF WORK

The Agency 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.

1.1. Following are the scope of work (“Services”):

1.1.1. To develop online promotion strategy, implement and coordinate with social media websites/online platforms in the following areas on a regular basis:

1.1.2. Manage or create social media pages/handles of MPEDA

   Face book:--https://www.facebook.com/seafoodmpeda/

   Twitter:--https://twitter.com/MPEDACOCHIN

   YouTube:--https://www.youtube.com/channel/UC_yViTri65_fU246jqD07uA

1.1.3. Create Instagram account for MPEDA.

1.1.4. Creation of any non-paid social media account for MPEDA with prior approval, in platforms like Instagram, LinkedIn or any such for the better promotion of marine products from India.

1.1.5. Identify target audience preferences and build content accordingly.

1.1.6. Modify the existing MPEDA website to meet the requirements for marketing among the targeted audience.
1.1.7. Creation of digital online content (creatives, GIFs, visuals, videos, animations etc.) relevant to marine products industry of the current scenario.

1.1.8. Monitor and analyse the social media outreach in order to be able to craft strategy proposals.

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

1.1.10. Promote MPEDA’s events on social media.

1.1.11. Prompt query and feedback management including posting of replies.

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

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

1.1.14. New look to the social media pages/handles every 3 (three) months.

1.1.15. Create and update Photobank with cataloguing needs to be developed consisting of at least 100 (hundred) high quality and high-resolution aesthetic photographs on Indian marine products and marine products industry.

1.2. All the Services described above shall be put into practice within 2 (two) months from the date of execution of the Contract.

1.3. Contract period: Two years from the date of delivery / commissioning period i.e. 26 (twenty six) months from the date of execution of the Contract, extendable by another 1 (one) year based on performance evaluation).

1.4. Within 10 (ten) days of the execution of the Contract, the Agency shall furnish performance security amounting to 10% (ten per cent) of the bid value in the form of Bank Guarantee from a scheduled commercial bank ("Performance Security"), the validity of which shall be of 27 (twenty seven) months from the date of execution of the Contract.

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 Agency shall be paid in the following schedule of the bid amount for the 1\textsuperscript{st} year.</td>
<td></td>
</tr>
<tr>
<td><strong>Part -1 payment:</strong></td>
<td><strong>20% of the amount quoted for the Year 1 against the bank guarantee, and bank guarantee will be released after successful commissioning.</strong></td>
</tr>
<tr>
<td>On execution of the Contract, along with performance security deposit (10% of the 1\textsuperscript{st} year bid value) within 10 (ten) days from the date of execution of Contract.</td>
<td></td>
</tr>
<tr>
<td><strong>Part -2 payment after commissioning:</strong></td>
<td><strong>20% of the amount quoted for the Year 1</strong></td>
</tr>
<tr>
<td>On successful completion of online social media management to the full satisfaction of Authority and after incorporation of the suggestions put forth by 1\textsuperscript{st} quarter evaluation (after 3 months from date of commissioning).</td>
<td></td>
</tr>
</tbody>
</table>
within 15 (fifteen) days.

**Part -3 payment for the 1st year after commissioning:**
After incorporation of the suggestions put forth by 2\textsuperscript{nd} quarter evaluation (from date of commissioning) within 15 (fifteen) days.

20% of the amount quoted for the Year 1

**Part -4 payment for the 1st year after commissioning:**
After incorporation of the suggestions put forth by 3\textsuperscript{rd} quarter evaluation (from date of commissioning) within 15 (fifteen) days.

20% of the amount quoted for the Year 1

**Part -5 payment for the 1st year after commissioning:**
Upon completion of 1 year and after incorporation of the suggestions put forth by the 4\textsuperscript{th} quarter evaluation (from date of commissioning) within 15 (fifteen) days.

20% of the amount quoted for the Year 1

The Agency shall be paid in the following schedule of the bid amount for the 2\textsuperscript{nd} year.

**Part -1 payment for the 2\textsuperscript{nd} year:**
After incorporation of the suggestions, if any put forth by the 1\textsuperscript{st} quarter evaluation for the second year

25% of the amount quoted for the Year 2

**Part -2 payment for the 2\textsuperscript{nd} year:**
After incorporation of the suggestions, if any put forth by the 2\textsuperscript{nd} quarter evaluation for the second year

25% of the amount quoted for the Year 2

**Part -3 payment for the 2\textsuperscript{nd} year:**
After incorporation of the suggestions, if any put forth by the 3\textsuperscript{rd} quarter evaluation for the second year

25% of the amount quoted for the Year 2

**Part -4 payment for the 2\textsuperscript{nd} year:**
After incorporation of the suggestions, if any put forth by the 4\textsuperscript{th} quarter evaluation for the second year

25% of the amount quoted for the Year 2

3. **TERMS AND CONDITIONS**

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

3.2. The Agency shall not sublet whole or part of the work to any other third party.

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

3.4. There will be no variation in price quoted during the period of Contract.
3.5. All payments to be released by MPEDA in the form of RTGS in favour of the Agency within 15 (fifteen) days from the date of invoice.

3.6. MPEDA reserves the right to terminate the Contract at any point of time by giving 1 (ONE) MONTH’s 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 will be forfeited. No compensation will be entertained on account of such termination.

3.7. The Performance Security deposit will be returned after successful completion of the scope of Services envisaged under the Contract.

3.8. The Agency shall have GST registration.

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

3.10. All other terms and conditions mentioned in the tender document will form part of this Contract.

3.11. In the event of breach of the terms & conditions in the tender document or the Contract, the Authority is entitled to claim compensation from the Agency to the extent of loss incurred as determined by the Authority for any loss or damage caused to the Authority.

3.12. 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 Agency warrants, covenants and represents that:

   4.1. It has full rights to execute this Contract, and that the execution of this Contract or the performance of its obligations under the Contract will not violate any agreement, person, firm, organization or any law or governmental regulation;

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

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

   4.4. 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;

   4.5. 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 Contract;

   4.6. There is no outstanding or threatened litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably, would reasonably be expected to have a material adverse effect on its ability to fulfil its obligations under this Contract;

   4.7. 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;

   4.8. It shall take all consents and governmental approvals necessary to perform the Services under this Contract; and
4.9. It shall not undertake any work during the term of the Contract that would be similar to the Services performed hereunder or directly or indirectly affect its performance of Services under this Contract.

5. EMPLOYEES AND PERSONNEL:

5.1. The Agency shall employ and provide only qualified and experienced personnel as may be required to carry out the Services.

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

6. INTELLECTUAL PROPERTY:

6.1. For the purpose of this Contract, “Intellectual Property” shall mean any and all tangible and intangible: (i) works of authorship, including copyrights, moral rights, neighbouring 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.

6.2. 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, 1957 and shall be the Authority’s exclusive property.

6.3. Any deliverables in the nature as described elsewhere in this Contract, 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 Agency 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 Agency.

6.4. To the extent such deliverable contains any of the Agency’s confidential information or Intellectual Property, the Agency shall grant to the Authority, an exclusive, worldwide right towards its Intellectual Property and confidential information for the purpose of Authority’s unhindered and free use of the deliverables.

6.5. Authority reserves all rights towards its Intellectual Property and Confidential Information shared during this Project, and any use by the Agency of such information shall be strictly in accordance with Authority’s written permission and limited to performance of Services under this Contract.

7. CONFIDENTIAL INFORMATION:

7.1. The Agency herein agrees and understands that, during the term of this Contract 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 Agency 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 Agency shall be held fully responsible.

7.2. The Agency 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 Contract.

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

7.4. The Agency shall strictly share the Authority’s Confidential Information only with its employees who has a “need to know” for the purpose of this Contract.

7.5. The Agency shall protect the Authority’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.

7.6. The terms of this Section 7 shall survive the expiry or earlier termination of this Contract.

7.7. For the purpose of this Contract, “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 Contract (including pricing) which the Agency is privy of or comes into knowledge or possession, during the term of this Contract, 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 Agency.

8. LIQUIDATED DAMAGES

8.1. Time is the essence of the Contract. In case of any delay in delivery due to reasons attributable to the Agency or delay on overdue payment by Authority, both parties will reserve the right to claim penalty as agreed under the terms of this Contract or any relevant work order, contract or agreement signed between the parties.

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

8.3. 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 equivalent 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 and thereafter by forfeiting the Performance Security. However, in case of delay due to Force Majeure Event, suitable extension of time shall be granted.

8.4. Non achievement of fixed deliverables: In case of non achievement of fixed deliverables for each Stage as envisaged in Part 3.3.1 to 3.3.10 of the tender document, liquidated damages not exceeding an amount equivalent to 10% (Ten percent) of the accepted bid amount shall be imposed and shall be recovered by appropriation from the current or pending payment for Services and thereafter by forfeiting the Performance Security. However, in case of non – execution due to Force Majeure Event, suitable extension of time shall be granted.

8.5. In addition to the liquidated damages not amounting to penalty, the Authority reserves its rights to issue warning to the Authority 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 Contract, 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 Agency 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 Contract except to the extent such failure or non-performance is directly attributable to a Force Majeure Event.

11. TERMINATION

11.1. The terms & conditions of this Contract shall come into effect upon execution and shall continue through the Project period of 2 (two) years from the date of successful delivery/commissioning of Services.
11.2. The Authority shall have the right to terminate the Contract for convenience by providing 1 (one) month’s advance written notice to the Agency. In case of such termination, the Authority shall pay such pro-rata portion of undisputed invoices on Services performed to its satisfaction.

11.3. Either party shall have the right to terminate this Contract for cause, if the other party commits a material breach of this Contract 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:

11.4. As regards the Agency, any non-payment of undisputed and accepted invoices within the prescribed due date for payment.

11.5. As regards the Authority, if the Agency, (a) commits a breach of its representations and warranties, (b) fails to commence Services at the agreed timelines except to the extent deferred by the Authority on account of a Force Majeure Event (c) becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes 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 Contract, (e) submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false, (f) engages in prohibited practices, (g) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading.

11.6. Upon termination of this Contract, all money due and payable by the Authority to the Agency, for any undisputed Services performed to the satisfaction of the Authority, shall become due and payable, after set off against any money owed by the Agency to the Authority.

11.7. Upon cessation of this Contract 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 Section 7 hereof; and (iii) any right or remedy which the Authority may have under this Contract or the applicable laws.

11.8. Upon cessation of this Contract in any manner, the Agency 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 Agency and materials furnished by the Authority, the Agency shall handover the same to the Authority immediately in good and proper condition.

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

12. PROHIBITED PRACTICES:

The Agency 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 Contract, the Authority shall be entitled to terminate this Contract forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency 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 Contract. 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:

12.1. “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 the selection process or Work Order or dealing with matters concerning the Contract 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 Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project;

12.2. “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 Contract;

12.3. “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 Contract;

12.4. “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 Contract; or (ii) having a conflict of interest; and

12.5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders 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 Contract.

13. DISPUTE RESOLUTION

13.1. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In this regard, the parties shall endeavour to address any issue vis-à-vis the Secretary, Marine Products Export Development Authority and Managing Director of the Agency within two (2) business days of receipt of a notice from either party specifying the nature of the dispute.

13.2. Any dispute not resolved through the good faith efforts of senior management of both parties for amicable resolution shall then be submitted to a sole arbitrator, who shall be mutually appointed by both parties. 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 Kochi. 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.

13.3. 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 MAJEURE**

If and to the extent that a party’s (an "Affected Party") performance of any of its obligations pursuant to this Contract 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 labour 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 thirty (30) business days, the non-Affected Party shall be entitled to terminate this Contract.

15. **ASSIGNMENT AND SUBCONTRACTING:**

The Agency shall not assign or subcontract, its rights and obligations under this Contract without the Authority’s prior written consent.

16. **SEVERABILITY**

If any provision of this Contract 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 Contract 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. **EXECUTION OF CONTRACT**

If the above terms and conditions are acceptable, the Agency shall return the copy of the Contract to the Authority affixing the signature of the authorized signatory with the official seal of the Agency at the bottom of every page as confirmation of acceptance within 10 (ten) business days of issue of the Work Order along with the Performance Security. Failing to do so will result in the forfeiture of the EMD.

Yours faithfully,

SECRETARY MPEDA

ERNAKULAM

DATE: