



सत्यमेव जयते

**Tender for Selection of an Agency for Social Media Management in respect of
the Embassy of India, Berlin**

**GOVERNMENT OF INDIA
EMBASSY OF INDIA
BERLIN**

**Tender No: Berl/info/101/01/2023
Dated: September 15, 2023**

| Important Dates (tentative) | |
|---|---------------------|
| Date of Publishing | September 15 , 2023 |
| Start date for downloading Bid document | September 15 ,2023 |
| Start date for clarification | September 18 , 2023 |
| Clarification end date | September 25 , 2023 |
| Pre Bid Meeting date | September 26 , 2023 |
| Start date of bid submission | September 16, 2023 |
| Bid submission end date | October 10 , 2023 |
| Date of opening Technical Bid | October 12 , 2023 |
| Date of opening Financial Bid | October 13,2023 |

(Total pages -21.)

Embassy of India, Berlin

Administration Section

Berlin, dated 15/09/2023

NOTICE INVITING TENDER

1. Embassy of India, Berlin invites Tender under two bid system from registered and authorized firms/ service agencies for an Annual Contract for handling social media platforms of the Embassy of India, Berlin (hereinafter referred as “Embassy”), Tiergartenstraße 17, 10785 Berlin.
2. The tender document can be downloaded from the website <https://www.indianembassyberlin.gov.in/> from **15/09/2023** onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be posted on the website of the Embassy as given above.
3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a single envelope superscribed as “**Tender No Berl/info/101/01/2023** for Annual Contract for handling social media sites of the Embassy of India, Berlin”. The envelope should be addressed to “The Head of Chancery, Embassy of India, Berlin, Tiergartenstraße 17, 10785 Berlin”. The envelope should be dropped at the Reception of the Embassy of India, Berlin at the address given above. Please note that tender documents will not be accepted after the expiry of the stipulated date and time mentioned.
4. The Earnest Money Deposit (EMD) of **Euro. 1,000./- (Euro One Thousand only)** in the form of Account Payee Demand Draft/Pay Order drawn in favour of “Embassy of India, Berlin” is required to be submitted along with tender bids.
5. The Technical Bids will be opened on **12.10.2023** at **1500** hrs. by a Tender Evaluation Committee (TEC) authorized by the Competent Authority. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the TEC. A pre-bid meeting will take place in the Embassy of India, Berlin, Tiergartenstrasse 17, 10785 Berlin, on **26.09.2023 at 1530 hrs.** For any queries regarding the tender, please send an email to [**pni.berlin@mea.gov.in.**](mailto:pni.berlin@mea.gov.in)
6. The Competent Authority reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the Competent Authority shall be final and binding.

Second Secretary (Press and Information)

Tel.No -030-25795305

Email : pni.berlin@mea.gov.in

LETTER OF BID

Dated: 15/09/2023

To,
Prashant Jadeja
Second Secretary (Press and Information)
Embassy of India
Tiergartenstraße 17.
10785 Berlin

Ref: Invitation for Bid No. Berl/info/101/01/2023 Dated 15/09/2023

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,
2. We offer to execute in conformity with the Bidding Documents for annual contract for handling social media sites (as explained in the 'Scope of Work' in Tender Document) of the Embassy of India, Berlin at Tiergartenstraße 17, 10785 Berlin.
 3. Our bid shall be valid for a period of 120 days from the date of opening of Technical Bids and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
 4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
 5. We also declare that the Government of Germany, Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
 6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept the highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and
Designation

(To be printed on Bidder's letterhead)

1. Introduction

Embassy of India, Berlin Embassy of India, Berlin (hereinafter referred as “Embassy”), maintains Social media handles on Facebook, Instagram, Twitter, Youtube, Website etc. as means of providing information and publicity about India. The P&I Wing of the Embassy is considering selection of an agency for management of its social media handles to optimize its reach and effectiveness.

2. Detailed Scope of Work

- a) Developing a strategy to enhance Embassy’s presence on social media platforms (on but not limited to Facebook, Twitter, Instagram, Youtube, Embassy’s website) and engaging a wider audience.
- b) Implementing Social Media Analytics (using Social media analysis) to gather useful and credible information on foreign policy issues trending on social media at the local, regional, national and international level through a team deployed for Social Media management and analysis.
- c) Identification of digital communication opportunities, managing response and designing a strategic social media communication plan for the Embassy. This includes undertaking social media monitoring across some keywords on a daily basis. The Social Media Monitoring Program to create and manage a Monitoring platform, which will be both predictive and reactive in approach.
- d) Managing Embassy’s response on social media platforms on issues/topics identified through social media analysis and/or as indicated by the Embassy.
- e) To undertake comprehensive campaigns for events on social media including but not limited to Twitter, Facebook, Youtube, Instagram etc.
- f) To produce coverage reports of social media campaigns in a presentable format, preferably using tools for data visualization.
- g) Producing quality content such as graphics, short videos, GIFs, PowerPoint presentations, animations for use, including on social media platforms of the Embassy. The content has to be created both in English and German language. The content created has to be edited for use, including uploading on the Embassy’s Social Media Platforms on immediate basis through a team deployed for social media management and analysis, as and when required.
- h) Promoting Embassy’s events and activities on social media.
- i) Coverage of events (both in and out of the city) as and when required by the Embassy and to shoot short videos for dissemination through social media.
- j) Implementing any new social media initiatives/modules etc. as and when required.
- k) About Data Privacy/Security and Responsibility: The agency must ensure that Embassy’s Social Media Platforms are not misused by miscreants or hackers.

- l) Photographing/video graphing of events (in Germany) as and when required by Embassy of India, Berlin and processing the videos/photographs immediately for uploading to social media. Shooting of short videos with cast & crew as and when required. The staff handling camera may be required to perform duties outside office premises. **Bidders without photographers & videographers in their permanent staff, but with the ability to work on digital processing of photographs and videos may also apply.**
- m) Re-tweeting and sharing content generated by the Ministry of External Affairs in local language as and when directed by Embassy of India, Berlin.
- n) Implement social media analytics and report on impact of social media activities of the Embassy and its wings in terms of number of followers earned, engaged, reached, etc and other relevant metrics. Reports on social media analytics will have to be sent to the Embassy on a fortnightly basis. Suggestions have to be made based on the results for increasing engagement of the social media handles of the embassy and its wings.
- o) Creating a quarterly social media strategy and monthly social media calendar based on the strategy.

3. Minimum Eligibility Criteria:

3.1 Earnest Money Deposit (EMD) of Euros 1000/- (Euros One thousand only) in the form of a Bank Guarantee/Demand Draft only, drawn on Deutsche Bank in favour of the Embassy of India, Berlin.

3.2 The agency should be duly registered in India / Germany, and should hold valid Tax documents.

3.3 The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the firm or its owner or partners anywhere in India/Germany.

4. Instructions to the bidding agencies

4.1 Bid System

The bidding at every stage and all the related correspondence would be conducted in English. A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on **12/10/2023** in P&I Wing in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated by the Technical Evaluation Committee.

4.2 Pre-bid Meeting:

Pre-bid meeting shall be held with the eligible and intending bidders in the P&I Wing, Embassy of India, Berlin on **26/09/2023** to clear the doubts of intending bidders, if any. Bidders should send by email all their queries, before pre-bid Meeting, latest by to the email id:

pni.berlin@mea.gov.in (Telephone No: 00-49 30-25795305). If further pre-bid meeting is required for complete and effective interactions, the date and time of the same will be communicated at the end of 1st pre-bid meeting or later. All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper.

4.3 Submission of bids:

The bidders should submit their bids to the office of Second Secretary (Press and Information), Embassy of India, Berlin.

(i) **Technical Bid:** The bidding agencies are required to submit documents as detailed in **Annexure I**. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.

(ii) **Financial Bid:** to be submitted in the format as given in **Annexure II**.

(iii) **Validity of Bid:** Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the bidders should have no objection to extending it, if required by the Embassy.

4.4 Technical evaluation

4.4.1 Only the agencies who fulfill the **Minimum Eligibility Criteria** and submit the documents as mentioned in Annexure-I shall be eligible for technical evaluation. Such agencies shall be required to submit a Technical Presentation showcasing their skills and details as laid down below

4.4.2 The technical evaluation of the bidders shall be made on following points:

| S No. | Category | Description | Marks |
|-------|--------------------------------------|--|--|
| 1. | Social Media management capabilities | Dashboard for Social Media Integration (Twitter, FB, LinkedIn, Google+ etc.) | 5 marks (on the basis of presentation) |
| 2. | | Ownership of Third party softwares/Licenses held for home-grown softwares; knowledge of their usage. (eg. Buzzsumo, Corel draw, photoshop, template banks, video/audio editing, layering , stitching etc.) | 7 marks (on the basis of presentation) |
| 3. | | Affiliation with or direct contract from social media networks such as Facebook, Twitter, Google Plus etc. | 3 marks (on the basis of presentation) |

| | | | |
|-----|---------------------------------|---|--|
| 4. | Social media footprint increase | Strategy to increase the social media presence of Embassy (to be assessed in terms of followers periodically) | 10 marks (on the basis of presentation) |
| 5. | Vision and Strategy | Proposed vision and digital amplification strategy for Embassy's events (for instance, PM'S visit, Independence day celebration etc.) | 5 marks (on the basis of proforma A) 5 marks (on the basis of presentation) |
| 6. | Social Media analysis | Strategy & Resources (Human/Technological) for social media analysis | 10 marks (on the basis of presentation) |
| 7. | | Creation of analytical reports & Summarizing of the social media developments of the day | 10 marks (on the basis of presentation) |
| 8. | Security | Disaster management (response management) & Data security. Safety mechanism to prevent unauthorized access to Social Media platforms. | 5 marks (on the basis of presentation) |
| 9. | Manpower | Team composition / credentials | 10 marks (as per proforma B) |
| 10. | Relevant experience | Experience in Social media management and analysis in Govt./PSU sector in number of years (An experience of at least 3 years) | 5 marks [3 =< 4 = 3.5marks 4 =< 5 = 4 marks 5 =< 6 = 4.5 marks >=6 = 5 marks] |
| 11. | | Experience in Social media management and analysis in private sector in number of years (An experience of at least 3 years) | 5 marks [3 =< 4 = 3.5 marks 4 =< 5 = 4 marks 5 =< 6 = 4.5 marks >=6 = 5 marks] |

| | | | |
|-----|----------|--|---|
| 12. | | Number of projects undertaken with/currently working with Govt./PSU sector | 5 marks [2 - 6 = 3.5 marks 7 - 11 = 4 marks 12 - 16 = 4.5 marks >16 marks = 5 marks] |
| 13. | | Number of projects undertaken with/currently working with the private sector enterprises. | 5 marks [2 - 6 = 3.5 marks 7 - 11 = 4 marks 12 - 16 = 4.5 marks >16 = 5 marks] |
| 14. | Turnover | Average annual turnover of the Agency over the last three years (Minimum Rs. 1 crore required) | 10 marks [1 <= 1.2 crore = 6 marks 1.2 <= 1.4 crore = 7 marks 1.4 <= 1.6 crore = 8 marks 1.6 <= 1.8 crore = 9 marks > 1.8 crore = 10 marks] |
| | TOTAL | | 100 marks |

*The minimum qualifying score shall be 70.

4.5 Financial round:

- a) Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round.
- b) The bidder/agency applying will quote their 'per quarter rates' (inclusive of applicable taxes). The rates shall be quoted in the BOQ sheet provided with tender documents. (Annexure II)
- c) No change in financial bids is allowed after the last date of submission of tender documents.
- d) After evaluation of financial bids, the bidder will be awarded the contract as per QCBS System.
- e) **SELECTION CRITERIA:**

QCBS (Quality and Cost Based Selection) method shall be adopted with a weightage of 70% for technical proposal and 30% for the financial proposal.

- **Technical Bid Score:** The Technical Bid Score 'St' of the Bidder shall be derived as under $St = (Stm / SH * 100)$, where
St is the Technical Bid Score
Stm = Total technical bid marks of the bidder under consideration
SH = Highest Total Technical bid marks amongst all evaluated bids.

- **Financial Bid Score:** The bidder/agency applying will quote their 'per quarter rates' (F) (inclusive of applicable taxes) (as per the Financial Bid performa attached at Annexure II). The Financial Bid Score 'Sf' of the Bidder shall be derived as under $Sf = (FL / F * 100)$

Where, Sf is the Financial Score

FL is the value of the lowest Commercial Bid

F is the price quoted in the bid under consideration.

- The Total score of the Bidder will be determined as under $Total\ Score = (TS) = (0.7 \times St) + (0.3 \times Sf)$

- The bid of the bidder, who obtains the highest TS value, will be rated as the Most Responsive Bid. In the event of the same TS score of bidders, the bid with the highest technical score (St) will be rated as the most responsive bid. Beyond that, the Bid Evaluation Committee will decide the matter in its full discretion.

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

4.6 Validity & Extension of Contract:

The contract work would be assigned initially for a period of one year, which may be given maximum 2 extensions of 1 year each at the sole discretion of the Embassy on the same terms & conditions, subject to satisfactory performance and with the written consent of the agency.

4.7 Other Terms & Conditions:

a) Tenders received after closing date and time will not be entertained.

b) The Embassy reserves the right to extend the last date and time for submission of the bids at its own discretion.

c) The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Embassy will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Embassy until execution of a contractual agreement.

d) The bids shall remain valid for a period of 120 (One hundred & twenty) days. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests should preferably be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.

e) Failure to furnish all the required information may result in rejection of the bid.

f) Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Embassy. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.

g) Any notice by one party to the other pursuant to the Contract shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.

h) To assist in Technical evaluation, Embassy reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.

i) Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.

j) The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender and the agency can't use the content for its own benefit and publicity.

k) In all matters related to dispute relating to this tender, the decision of the Embassy will be final and binding upon the firm/agency.

l) The Embassy reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Embassy for rejection of its proposal.

4.8 Payment terms:

a) The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.

b) The agency who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a quarter indicating full description.

c) Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period. Only applicable taxes shall be applied in addition to quoted rates.

Other requirements

Equipment & Softwares

a) Agency must procure and provide all the hardware and software licenses required to its project team to enable them to meet the target assignment as elaborated in scope of work. Contractor is expected to procure and use any/all software (licensed) required in connection with this contract for Social Media Management & Analysis. This will include equipment & softwares for all the sections of the project team i.e. content writers, script writers, graphic designers, video editors, etc. The Contractor also undertakes the responsibility for maintenance,

repair and replacement of the above equipment. Indicative specifications of equipment and softwares required for design & content writers are attached in Annexure III for reference.

b) The Embassy requires that the company engages professionals in the field of journalism, graphic designing, video-audio editing, and social media analysis to undertake the project and reserves the right to call for the resumes, documents relating to their professional background, expertise and their achievements.

c) **No Subcontracting:** The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.

d) Quality of creatives and timely uploading them on the social media handles of the Embassy within the time schedule are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

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

f) Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc, the decision of the Embassy will be final and binding on all bidders participating in this bid.

4.9 Earnest Money Deposit (EMD)

4.9.1 EMD of Euros 1,000/-(Euros One thousand only) in the form of a Bank Guarantee/Demand Draft only, drawn on Deutsche Bank in favour of the Embassy of India,Berlin.

4.9.2 EMD will be forfeited on account of one or more of the following reasons:

a) The Bidder withdraws/modifies his bid during the period of bid validity.

b) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.

c) Refund of EMD to the unsuccessful bidders (without interest) shall be made after the expiry of the bid validity and latest on or before 30th day after signing the contract.

4.10 Indemnification: The selected Contractor shall indemnify, defend, and hold and save harmless, the Embassy/ Government of India, and its officials and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Embassy / Government of India , including , but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- Allegations or claims that the possession of or use by the Embassy of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the Embassy under the terms of the Contract, in whole or in part, separately or in a combination

contemplated by the Contractor's published specifications thereof, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

- Any acts or omissions on the part of the Contractor, or Contractor's Personnel or anyone directly or indirectly employed by the Contractor in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract including, without limitation, claims and liability in the nature of a claim for worker's compensation.

The indemnity set forth, above, shall not apply to a claim of infringement resulting from the Contractor's compliance with specific written instruction by the Embassy /Government of India directing a change in the specifications for the goods, property, materials, performance of the contract of requiring the use of specifications not normally used by the Contractor.

- a) In addition to the indemnity obligations set forth in this Article, the Contractor shall be obligated, at its sole expenses, to defend the Embassy / Govt. of India and its officials, agents and employees, pursuant to this Article regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

- b) The Embassy/ Government of India shall advise the Contractor about any such suits, proceedings, claims demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the Embassy /Govt of India or any matter relating thereto, for which only the Embassy itself is authorized to assert and maintain. The Embassy shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

4.11 Confidentiality & Secrecy

- **Secrecy of the matter given should be maintained at all times by the Contractor.**
- Contractor hereby acknowledges that the copyright of the material rests with the Embassy for both text and audio-visuals.
- Contractor is not authorized to reproduce/reprint/transmit to a third party in any manner including photocopying, photographing, cyclostyling, microfilming, scanning or any electronic means of copying or any other means whatsoever without the written permission of the Embassy.

4.12 Performance Guarantee

4.12.1 The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a **sum of 3 % of the total contract price** before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the

date of completion of contractual obligations. Earnest Money Deposit of successful bidder will be returned after submission of Performance guarantee.

4.12.2 Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

4.13 Agreement deed

The successful bidder shall execute an agreement for the fulfillment of the contract within 15 days from the date of award of the contract. The incidental expenses of execution of the agreement/ contract shall be borne by the successful bidder. Agreement shall be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 3 percent of the contract value.

4.14 Penalty Clause

a) If the bidder withdraws or alters its bid before the bid validity period, Embassy may take the decision to forfeit the EMD and debar it from participating in future tenders.

b) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations or found to be in breach of the terms & conditions of this contract, Embassy may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Embassy and take and other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/satisfaction.

c) Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc. decision of the Competent Authority of the Embassy will be final and binding.

d) A periodic quarterly review shall be made regarding the fulfilling of contractual obligations to the satisfaction of the .

4.15 FORCE MAJEURE

a) The Embassy may consider relaxing the penalty and delivery requirements, as specified in tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

b) Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

c) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

d) The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

e) If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy of India, Berlin shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy of India, Berlin shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

4.16 Liquidated damages and termination:

a) It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and the contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services or negligence in services, this Embassy may recover a sum from the contractor equivalent to a minimum of 0.1% of the contract value as penalty, if the services are delayed by 8 hours or more. The repeat of delay in services will attract a minimum penalty of 0.5% of contract value. The maximum amount to be recovered would be 10% of the price for the services delayed/negligence in service.

b) In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.

c) In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Embassy in that event and the Performance security deposit may also be forfeited.

4.17 Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" may be taken from the contractor as per the format given in the Annexure 21 of Manual for Procurement of Services, 2017.

Second Secretary (Press and Information)
Press & Information Wing
Embassy of India, Berlin
Tel.: 0049-30- 2579 5305
E-mail ID: pni.berlin@mea.gov.in

Annexure I

| | Document |
|-----|--|
| 1. | Scanned copy of Earnest Money Deposit (EMD) of Euros 1,000/- (Euros One thousand only) in the form of a Bank Guarantee/Demand Draft only, drawn on Deutsche Bank in favour of the Embassy of India, Berlin. |
| 2. | Copy of Registration documents of the Agency. |
| 3. | Copy of tax document as applicable. |
| 4. | Confirmation of tax payments for the last three years. |
| 5. | Copy of Latest MwSt. payment certificate. |
| 6. | A list of their directors etc. of the agency |
| 7. | Copy of Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere. |
| 8. | Copies of award of contracts along with Certificate of satisfactory performance from Central Ministries/ Departments/private organizations of repute. |
| 9. | Copy of proof of qualification/additional skills in respect of the team proposed to be employed by the Agency. |
| 10. | Copy of an audited statement of account of the agency |
| 11. | Proof of Average Annual turnover over the last three financial years. |
| 12. | Self-certification regarding Manpower employed by Agency |
| 13. | Proforma A |
| 14. | Proforma B |

Proforma A

Proposed Vision & Digital Amplification Strategy for events like Visit of the Prime Minister of India or other visits of dignitaries , Independence day or any cultural event organized by the Embassy (these events are just indicative in nature).

1. Campaign Design for the above events.
2. Previous campaigns designed & executed.

Proforma B

Team Composition Details of the Social Media Management Team identified to Work with Embassy :

- (i) Name of Team Members (Optional)
- (ii) Designation
- (iii) Work being handled
- (iv) Qualifications
- (v) Number of years of experience
- (vi) Total experience

Indicative on-site team composition:

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

*Members of the on-site team to function as co-coordinators for easy client interface.

Indicative off-site team composition :

- Script writers
- Social media analytics & listening experts
- Video editors

Note : These requirements are just indicative in nature and the bidder may suitably modify their offer of their services to meet the requirements as stipulated in the scope of work.

Annexure-II

FINANCIAL BID

Annual Social Media Management Contract in respect of Embassy of India, Berlin:

(A) Annual rate as per scope of work including one dedicated technician:
Euros _____ (Euros _____)
Rupees.....)

(B) Annual rate as per scope of work but excluding one dedicated technician:
Euros _____ . (Euros _____)
Rupees.....)

The above rates are inclusive of all charges, surcharges, taxes, duties etc. including Work Contract Tax/ Service Tax etc.

BIDDERS SIGNATURE WITH OFFICIAL SEAL/STAMP

Annexure III

Indicative requirement of equipments & softwares for the design & content writers

Softwares for each member of the design team:

- Adobe Suit (Adobe Photoshop, Adobe Illustrator, Adobe After Effects, Adobe Premier, Adobe Media Encoder), preferably the same version for all members of the design team.
- Corel Draw (Latest version)
- MS Office

Hardware Configuration for each member of the design team:

- i7 12th generation
- 4GB Graphic Card NVIDIA RTX Geforce or 3050ti
- 32GB RAM
- 512 GB SSD
- 1 TB Space

System Configuration for each member of the Content Team:

- I5 processor
- 4GB RAM
- 500GB storage

Stock Footage Bank Subscription:

- Shutterstock (Image/ Video Stock)
- Envato (Video Stock/ Music)
- Storyblocks (Video Stock/ Music)
- www.bensound.com (Music Stock)
- Beepro (Newsletter)

Other requirements:

- 2 pendrives
- 3 portable Hard Drive (two 2TB and one 1 TB)
- Cloud storage of at least 500 GB
- 1 Internet Dongle

Note : These requirements are just indicative in nature and the bidder may suitably modify their offer of services to meet the requirements as stipulated in the scope of work.

Bidder Details

| | | |
|----|---|--|
| 1 | Name/Address of Agency including Postleitzahl(PLZ) | |
| 2 | Registrations Details with date | |
| 3 | Owner's Name | |
| 4 | Income Tax No. | |
| 5 | Service Tax Registration No. | |
| 6 | Telephone No. Office | |
| 7 | Residence | |
| 8 | Mobile No. | |
| 9 | Residential Address | |
| 10 | Annual turnover for last three financial year | |
| 11 | List of Major Corporate Clients | |
| 12 | Performance Report, If any | |
| 13 | Any Other Information/ Documents which may help in assessing Bidder's abilities | |

Bidder's signature with stamp