

F.No.8-1/2024-MD
Government of India
Ministry of Communications
Department of Posts
Marketing Division, Dak Bhawan,

New Delhi-110001
24th September, 2024

Sub: Request for Proposal is invited for Hiring of Services of a Professional Agency Registered on GeM for providing qualified Social Media Resources.

1. Department of Posts (**DoP**) invites bids for online open tender, from **professional agencies registered on GeM for providing qualified Social Media Resources** for Department of Posts, under **TWO BIDS SYSTEM**.
2. Detailed terms and conditions, procedure for submission of bids and other instructions are given in **Annexure-I**.
3. Format for Technical Bid is given in **Annexure-II** and the format for Financial Bid in **Annexure-III**.
4. Interested agencies are requested to submit the Technical Bid and Financial Bid separately on the GeM Portal titled "**Proposal for professional agency registered on GeM for providing qualified Social Media Resources**"
5. **The last date for submission of bid is 16th October 2024, 11:00 A.M.**
6. RPF received in physical form or after the closing date and time, shall not be entertained.

Sd.....
Sachin Kishore
Deputy Director General (Marketing)
Ph. No.: 011-23096095
Email id: mktdiv.dop@gmail.com

Brief Details of the RFP are given below:

1)	Eligibility Criteria	As per ANNEXURE - A of the RFP document
2)	Estimated Value	Rs 7,00,00,000 including GST (the contract is for 2 years)
3)	Validity of the Contract	Two years from the date of issue of work order further extendable by another one year on the basis of work performance and milestone achievements while maintaining the same rate, terms, and conditions as specified in the Original Contract. (with mutual consent)
4)	Availability of the RFP document	(a) GeM Portal http://www.gem.gov.in (b)Website of the India Post is www.indiapost.gov.in (for reference only)
5)	Mode of submission	Online only
6)	Bid system and Envelope	Two bid system (Technical and Financial bids)
7)	EMD/Bid Security Declaration	The EMD is mandated to be 2% of the estimated Contract Value / Bid Security Declaration to be submitted in lieu of EMD for MSME/Startup
8)	Performance Security	3% of the total contract value
9)	Validity of bids	60 days from the date of submission of the bids
10)	Cost of the RFP	Nil

Critical Date Sheet

Sl. No.	Event	Date or Place
i.	Date of uploading of RFP on GeM	24 th September, 2024
ii.	Document Download Start Date	24 th September, 2024
iii.	Bid Submission Start Date	25 th September, 2024
iv.	Pre-bid Meeting	07 th October, 2024
v.	Bid Submission End Date	16 th October, 2024 at 1100 hrs.
vi.	Opening of RFP	17 th October, 2024 at 1200 hrs. Room No 511 , Dak Bhawan, Sansad Marg, New Delhi
vii.	Opening of Financial Bids of Technically Qualified Bidders	To be opened later, date of which will be communicated to "Technically qualified bidders".

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REQUEST FOR PROPOSAL

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ANNEXURE-I

**DETAILED TERMS AND CONDITIONS, PROCEDURE FOR SUBMISSION OF BIDS
AND OTHER INSTRUCTIONS**

Scope of Work (SoW) for Social Media Agency

1. Objective:

The selected Social Media Agency will be responsible for managing and enhancing the social media presence of both the Department of Posts (DoP), the Minister of Communications, and the Minister of State for Communications. The agency will deploy a dedicated team of 28 professionals who will work closely with the respective offices to execute the social media strategy, content creation, engagement, public relations activities, and research.

2. Key Responsibilities:

a) Social Media Strategy Development and Execution

1. Develop and implement a comprehensive social media strategy that aligns with the objectives of the DoP, the Minister of Communications, and the Minister of State for Communications.
2. Ensure consistent and effective messaging across all social media platforms.
3. Regularly update and refine the strategy based on performance data and evolving goals.

b) Content Creation and Management

1. Create high-quality content tailored to the specific needs of all three offices, including text, graphics, videos, and other multimedia.
2. Manage content calendars and ensure timely posting and updates across all platforms.
3. Ensure all content adheres to the respective brand guidelines and maintains a high standard of quality and accuracy.

c) Social Media Monitoring, Listening, and Reporting

1. Continuously monitor social media channels to track engagement, sentiment, and trends.

2. Provide regular reports on social media performance, including insights and recommendations for improvement using professional listening tools.
3. Conduct social media listening to gather feedback, detect trends, and assess public sentiment specific to both the Minister of Communications and the Minister of State for Communications.
4. Provide separate resources dedicated to social media listening.

d) Public Relations and Media Outreach

1. Manage public relation efforts, including liaising with media and influencers to amplify the social media presence of all three offices.
2. Develop and maintain strong relationships with key media outlets and influencers – national as well as specific State level.
3. Create and distribute press releases, media kits, and other PR materials as needed.

e) Crisis Management

1. Develop and implement crisis management protocols for handling sensitive or negative situations on social media.
2. Monitor for potential risks and respond promptly to mitigate any issues.
3. Coordinate with all concerned entities to ensure resolution of complaints on social media

f) Research and Analysis

1. Conduct thorough research to support content creation, strategy development, and public outreach.
2. Provide separate resources dedicated to research work.
3. Analyze data to provide actionable insights that inform the overall social media strategy.

g) Translation Services

1. Provide translation services as and when required (for scheduled language of constitution), especially in Marathi, Telugu, and on-demand for Gujarati, South Indian languages, Khasi, and other North-East languages.
2. Ensure translations maintain the accuracy and intent of the original content while being culturally relevant.

Annexure-A:

Eligibility Criteria: Educational Qualifications and Experience

3. Team Composition:

The agency will provide a team of 28 highly skilled professionals with the following roles and qualifications:

i. Team Lead (Number of Positions: 2)

Experience:

1. At least 12-13 years of social media and PR work experience, along with notable work with ministerial/government/political clients.
2. Preferred: Prior background in management of Minister accounts.
3. Team management and client servicing experience of at least 5-7 years.

Key Qualifications/Skills:

1. Graduation or Master's degree in Communication/Journalism.
2. Well-versed with all social media platforms.
3. Good command over English and Hindi.
4. Experience with social media tracking tools, team management, calendar management, and some Public Relations.
5. Connections with the media fraternity.
6. Interest and knowledge of governance and political sciences.
7. Proficient in social media analysis.

ii. Social Media Manager (Number of Positions: 2)**Experience:**

1. At least 8-10+ years of work experience.
2. Prior background in management of Ministry accounts.
3. Team management experience of at least 5 to 7 years.

Key Qualifications/Skills:

1. Graduation or Master's degree in Communication/Journalism.
2. Well-versed with all social media platforms.
3. Good command over English and Hindi.
4. Experience with social media tracking tools, influencer management, calendar management
5. Connections with the media fraternity.

iii. Graphic Designers (Number of Positions: 4)**Experience:**

1. At least 10 years of experience in designing, with preference for government space.

Key Qualifications/Skills:

1. Proficiency in software such as Photoshop, CoreIDRAW, and Illustrator.
2. Experience in designing social media posts and collaterals like banners, standees, and hoardings for PSUs/governments/political parties.
3. Quick turnaround time, innovative and creative thinking.
4. Degree/Certificate in designing.

iv. Video Editors (Number of Positions: 4) + Animator (1)**Experience:**

1. 8-10+ years of experience in video editing

2. 8-10+ years of experience in motion graphics + stop motion + 2D & 3D animation.

Key Qualifications/Skills:

1. Proficiency in software such as Premiere Pro and Final Cut Pro.
2. Experience in editing for social media platforms (reels, long format videos, and short videos).
3. Quick turnaround time, innovative and creative thinking.
4. Proficiency in animation/2D & 3D.
5. Degree/Certificate in Communications/Journalism.

v. Content Writers (Number of Positions: 6)

Experience:

1. 10-12 years of experience in content development for different platforms.

Key Qualifications/Skills:

1. Good command over both Hindi and English.
2. Degree in Journalism or Communications from a renowned university.
3. Notable experience working with government/political clients
4. Copywriting skills are appreciated.
5. Well-versed with social media trends.
6. Creative mind capable of coming up with online and offline campaign ideas.

Vi. PR Experts (Number of Positions: 2)

Experience:

1. 5+ years of experience in the field of public relations.

Key Qualifications/Skills:

1. Degree in Public Relations/Communications.
2. Strong connections with media and influencers.
3. Experience in managing public relations campaigns and media outreach for government/PSU/political clients.
4. Notable experience in event management is required (press conferences, government events etc.)

vii. Researchers cum Social Media Listening Experts (Number of Positions: 3)

Experience:

1. 8-10+ years of experience in research, social media listening, online reputation management and sentiment analysis.

Key Qualifications/Skills:

1. Expertise in using social media listening tools (e.g., Brand watch, Meltwater, Mention etc.) to track mentions, keywords, and sentiment across various platforms.
2. Strong understanding of qualitative and quantitative research methods.
3. Ability to interpret social media sentiment, identify trends, and assess public sentiment and potential risks.

4. Proficiency in presentation-making, capable of creating clear, concise, and visually engaging presentations to communicate findings to stakeholders.
5. Dedicated roles for listening and gathering feedback specific to each Minister and the Department.
6. Dedicated roles for conducting in-depth research for both the Minister of Communications and the Minister of State for Communications.
7. Responsible for providing data-driven insights to inform strategy and content development.
8. The agency will provide these tools to the researchers cum social media listening experts.

viii. Social Media Analysts (Number of Positions: 2)

Experience:

1. 8-10+ years of experience in social media analysis, with a focus on data-driven decision-making and strategy development.

Key Qualifications/Skills:

1. Proficiency in using social media analytics tools (e.g., Google Analytics, Hootsuite, Keyhole, Meltwater etc.) to monitor and analyse performance metrics.
2. Proficiency in Google and Online Ad management
3. Expertise in data interpretation, reporting, and trend analysis.
4. Strong presentation-making skills, capable of delivering clear and compelling presentations to communicate insights and strategies.
5. Ability to translate data into actionable insights and recommendations for improving social media presence and engagement.
6. The agency will provide these tools to the social media analyst.

ix. Voice Over Artist (Number of Positions: 2)

Experience:

1. 5-8+ years of experience in voice-over work, particularly for government or public sector campaigns.

Key Qualifications/Skills:

1. Training in Voice Acting, Media, or Communications.
2. Fluent in Hindi and English, with a clear and engaging voice.
3. Ability to provide voice-overs for promotional videos, advertisements, and public announcements.

4. Deliverables:

1. Comprehensive social media strategy document, updated regularly.
2. Monthly content calendars, including all planned posts, videos, and other multimedia.
3. Weekly, fortnightly and monthly performance reports, including analytics, insights, and recommendations.
4. To increase the engagements and followers from the base developed by DoP. (annexed)
5. Press releases, media kits, and PR materials as required.
6. Crisis management protocols and response plans.

7. Translated content in specified languages as required.
8. The agency will provide the team with the required hardware, software, tools and subscriptions to execute the work.
9. The team should be available 24*7 for execution of any urgent work.
10. On demand live streaming and drone shoot for events without any extra remunerations.
11. Social media + online ad budget strategy and management
12. The agency is required to provide translation services (for various scheduled language of Constitution) as and when needed without any extra remunerations. It is encouraged to have diverse team members who have knowledge of different language that can help in the translation activity of the division.

Note: All the above mentioned deliverables will be provided without any extra remunerations.

5. Duration and Review:

The contract will be for a period of 2 years, a monthly review to assess the performance on the basis of milestone achievements and make any necessary adjustments. The contract may be extended for one year based on satisfactory performance in terms of milestone achievements.

6. Reporting and Communication:

The agency will report directly to the designated officers in the DoP, the Minister of Communications, and the Minister of State for Communications. Regular meetings will be scheduled to review progress, address any issues, and plan upcoming activities.

7. Information Security

- a. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by DEPARTMENT OF POSTS, out of premises without prior written permission from DEPARTMENT OF POSTS.
- b. Service Provider acknowledges that DEPARTMENT OF POSTS's business data and other DEPARTMENT OF POSTS proprietary information or materials, whether developed by DEPARTMENT OF POSTS or being used by DEPARTMENT OF POSTS pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to DEPARTMENT OF POSTS; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.
- c. Service Provider recognizes that the goodwill of DEPARTMENT OF POSTS depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage DEPARTMENT OF POSTS and that by reason of Service Provider's duties

hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

- d. Service Provider shall, upon termination of this agreement for any reason, or upon demand by DEPARTMENT OF POSTS, whichever is earliest, return any and all information provided to Service Provider by DEPARTMENT OF POSTS, including any copies or reproductions, both hardcopy and electronic form.
- e. The Appointed agency or its hired resources will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of DEPARTMENT OF POSTS. Information disclosure to anyone shall be only with prior written consent of DEPARTMENT OF POSTS/User.

8. Confidentiality

The hired agency and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DEPARTMENT OF POSTS or its clients without the prior written consent of DEPARTMENT OF POSTS.

9. Payment Terms and Milestone-Based Payment Structure

Retainership Payment:

The agency shall be paid a monthly retainership fee of ₹X (X will be decided after due tender process) for providing social media management services, including the deployment of 28 professionals and handling the day-to-day social media activities for the Department of Posts, the Minister of Communications, and the Minister of State for Communications.

Monthly Payment Breakdown:

The Monthly retainership payment structure for this engagement shall follow an 80-20 model. Under this model, 80% of the total agreed amount will be paid as a fixed base payment, while the remaining 20% will be considered as a variable payment, contingent upon the achievement of predefined performance targets. The performance target is set as a minimum 2% month-on-month increase in the total number of followers across the four major social media platforms: X (formerly Twitter), Facebook, Instagram, and YouTube. For example, if the total number of followers across X, Facebook, Instagram, and YouTube at the end of the previous month is 11.5 lakh (1,150,000), the total number of followers on the last day of the subsequent month must increase by at least 2%, equivalent to a total growth of 23,000 followers across the four platforms. The variable payment will be released only upon satisfactory verification of this follower growth target.

Carry Forward of Target Shortfalls:

In the event that the agency fails to meet the month on month target of a 2% increase in followers, the shortfall in follower growth will be carried forward to the following month and will be added to the target for that month.

The target for next month will be based on the number of followers actually achieved in the previous month plus any shortfall from the previous month.

If, by the end of the contract period, the agency has not achieved the cumulative targeted growth in followers, the variable payment that is withheld due to non-achievement of the target of specified months shall not be released.

10. Payment Terms

- i. Payment will be made in Indian Rupees only.
- ii. The payment to the agency will be made on a monthly on the basis of milestone achievement depending upon the actual duration of services rendered at DEPARTMENT OF POSTS after availing service.
- iii. The agency will submit Pre-receipted bills in duplicate (having details of concerned work-order number, Date and Project-Number of DEPARTMENT OF POSTS) on monthly basis in the name of Marketing Division, Dak Bhawan-New Delhi-110001 by the 5th day of the succeeding month along with the individuals monthly Satisfactory Performance Report(s) duly signed by DEPARTMENT OF POSTS. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- iv. Payments shall be made subject to deductions of any amount for which the agency is liable under the hiring or RFP conditions. Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- v. In case the submission of monthly bills to DEPARTMENT OF POSTS is delayed by the agency beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency; so that DEPARTMENT OF POSTS is not burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to the respective agency.
- vi. All the deliverable will be evaluated and accepted by the committee form by the Department under project implementation committee.
- vii. Pre-receipted bills shall be submitted in duplicate in the name of:

Marketing Division
Department of Posts
Dak Bhawan, Sansad Marg
New Delhi – 110 001.

11. Penalties

- i. Any unjustified and unacceptable delay resulting from reasons attributable to the hired agency beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- ii. The hired agency shall render the services strictly adhering to the Important Dates by DEPARTMENT OF POSTS in the Work order. Any delay, not condoned by DEPARTMENT OF POSTS, on the part of the agency in the performance of its obligations shall attract a penalty. The penalty shall be charged at the **rate of 0.5% of the delayed** milestone (or item in default, as applicable) per week of delay or per instance of default (in case of translation services) subject to a **maximum of 10% of the annual contract value**. Post that DEPARTMENT OF POSTS will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the hired agency, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.
- iii. The hired agency shall not refuse to accept the DEPARTMENT OF POSTS work order under any pretext. The work order can be collected from the DEPARTMENT OF POSTS office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between the department and the selected agency.
- iv. In the event of three successive occurrences of default related to the non-execution of work orders due to reasons attributable to the agency, the Department of Posts shall have the right to terminate the contract with immediate effect. This termination may include the forfeiture of the defaulting agency's Performance Bank Guarantees pertaining to the affected work orders. The termination may proceed if the Department of Posts has provided a 30-day written notice to the agency to rectify such defaults, and the agency fails to do so within the specified period.
- v. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, DEPARTMENT OF POSTS have the right to terminate the contract with immediate effect including forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders if 30 days' written notice from DEPARTMENT OF POSTS to cure such default.
- vi. If at any time during performance of the work order, the agency encounters conditions impeding timely performance of the ordered services, the agency shall promptly notify DEPARTMENT OF POSTS in writing of the fact of the delay, its likely duration and its cause(s).

12. DEPLOYMENT OF MANPOWER/ RESOURCES

12.1 Manpower/Resources Related Terms & Conditions

- a. The resources deployed under this Contract shall be on payroll of the hired agency.
- b. The manpower provided by the agency shall work as per departments work schedule.
- c. Neither the agency nor its personnel /workmen can be treated as employees of DEPARTMENT OF POSTS for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of DEPARTMENT OF POSTS. The agency or its workmen shall not at any point of time have any claim whatsoever against DEPARTMENT OF POSTS. The Agency should submit undertaking received from the respective deployed manpower in DEPARTMENT OF POSTS regarding the same.
- d. If the **DEPARTMENT OF POSTS** recommends, a deployed resource must be replaced by the agency with the same experience, qualifications and skills within a period of 5 working days.
- e. It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the DEPARTMENT OF POSTS and the said manpower. The Agency should submit undertaking received from the respective deployed manpower in DEPARTMENT OF POSTS regarding the same along with appointment letter issued to that manpower/s.
- f. The manpower employed by the agency shall have no right, whatsoever, for any appointment in the DEPARTMENT OF POSTS in temporary/ad-hoc/daily wages/regular capacity on the basis of their work in the DEPARTMENT OF POSTS.
- g. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).

12.2 Leave Policy for Deployed Manpower/ Resources:

- a. The resources must be stationed according to the requirements of the DEPARTMENT OF POSTS at the location decided by the Department. They are required to adhere to the working hours, working days, and holidays of the DEPARTMENT OF POSTS.
- b. Working of the resources will be as per the timing of the DOP but has to work on extended hour as and when required. The agency has to work on Saturday and Sunday also when required.
- c. The decision to grant any type of leave to the resources will be entirely at the discretion of the hired agency, which must also arrange for a suitable resource with equivalent skills and experience, with a prior intimation to the Department.
- d. Prior approval from the DEPARTMENT OF POSTS is necessary for any changes to resources with equivalent skills and experience throughout the entire contract period.

- e. Resources shall get prior approval of DEPARTMENT OF POSTS before leaving DEPARTMENT OF POSTS location.

13. GENERAL TERMS AND OTHER CONDITIONS

13.1 General Conditions

- a. This Hiring is not assignable by the selected vendor. The selected vendor shall not assign its contractual authority to any other third party.
- b. Any default or breach in discharging obligations under this Hiring or contract by the selected vendor while rendering services/ supplies to DEPARTMENT OF POSTS, shall invite all or any actions/ sanctions, as the case may be, including execution of Bid Securing Declaration, security deposit stipulated in this RFP document. The decision of DEPARTMENT OF POSTS arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any vendor/hired agency to bring pressure of any kind, may disqualify the vendor/hired agency for the present RFP and the vendor/hired agency may also be liable to be debarred from bidding for DEPARTMENT OF POSTS tenders in future for a period of at least three years.
- c. DEPARTMENT OF POSTS reserves the right to modify and amend any of the stipulated condition/criterion given in this hiring or RFP, depending upon project priorities vis-a-vis urgent commitments.
- d. In case the hired agency is found in-breach of any condition(s) of Contract or supply order, at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- e. Any deviation/changes as decided by the government time to time in the applicable taxes has to be borne by the agency.

13.2 Micro, Small & Medium Enterprises Development Act, 2006

If an agency falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to DEPARTMENT OF POSTS. Further, the agency must keep DEPARTMENT OF POSTS informed of any change in the status of the company.

13.3 Limitation of Liability

- a. Except conditions enumerated in Indemnity Clause, the damage caused by the hired agency to DEPARTMENT OF POSTS under any work order issued, the hired agency shall be liable to DEPARTMENT OF POSTS for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of Hiring that can be levied on the hired agency shall not exceed the total contract value of the work entrusted to them.
- b. Hired Agency shall be liable for all acts of omission and commission by its employees deployed under this Hiring and DEPARTMENT OF POSTS stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the hired agency or its employees.

- c. **Limitation of liability:** In no event will the hired agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise."

13.4 Indemnity

- a. The selected agency shall indemnify and defend the DEPARTMENT OF POSTS against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artifacts, deployed resources and related services or any part thereof ("Deliverables"). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:
 - (i) The selected agency's compliance with DEPARTMENT OF POSTS specific technical designs, specifications or instructions where the selected agency has notified DEPARTMENT OF POSTS in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims;
 - (ii) Inclusion in a Deliverable of any content or other materials provided by DEPARTMENT OF POSTS and the infringement relates to or arises solely from such DEPARTMENT OF POSTS materials or provided material;
 - (iii) Modification of a Deliverable after delivery by the selected agency to DEPARTMENT OF POSTSs if such modification was not made by or on behalf of the selected agency and the claim arises solely due to such modification;
 - (iv) Operation or use of some or all of the Deliverable in combination with materials not provided by the selected agency and the claim arises solely due to such reason;

or

 - (v) Use of the Deliverable for any purposes for which the DEPARTMENT OF POSTS have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation` on provided by the selected agency;

or

 - (vi) Use of a superseded release of some or all of the Deliverables or DEPARTMENT OF POSTS failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected agency provided that such modifications or new releases are made available by selected agency free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels
- b. DEPARTMENT OF POSTS stand indemnified from any employment claims that the hired manpower /Resources / agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

- c. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

14. Termination for Insolvency

DEPARTMENT OF POSTS may at any time terminate the purchase order/hiring by giving four weeks written notice to the vendor /hired agency, without any compensation to the vendor /hired agency, if the vendor /hired agency becomes bankrupt or otherwise insolvent.

15. Force Majeure

If at any time, during the continuance of the hiring, the performance in whole or in part by either party of any obligation under the hiring is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the hiring /contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the hiring/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the hiring is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the Hiring.

16. Termination of Contract

DEPARTMENT OF POSTS reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing:

(i) TERMINATION FOR INSOLVENCY, DISSOLUTION ETC.

DEPARTMENT OF POSTS may at any time terminate the contract by giving written notice to the selected agency without compensation to the selected agency, if the selected agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to DEPARTMENT OF POSTS.

(ii) TERMINATION FOR DEFAULT:

DEPARTMENT OF POSTS may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit, Performance Bank Guarantee) by written notice of default sent to the hired agency, terminate the contract in whole or in part after sending a notice to the hired agency in this regard.

- a. If the hired agency fails to accept the Purchase Order(s).
- b. If the hired agency fails to deliver services within the time period specified in the purchase orders or during any extension thereof granted by DEPARTMENT OF POSTS.
- c. If the hired agency fails to meet any other terms and conditions under the contract.

(iii) TERMINATION FOR CONVENIENCE

DEPARTMENT OF POSTS may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for DEPARTMENT OF POSTS's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DEPARTMENT OF POSTS reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.

(iv) TERMINATION PROCESS.

- 1) Upon occurrence of an event of default as set out in above clauses, DEPARTMENT OF POSTS will deliver a default notice in writing to the other party which shall specify the event of default, and give the hired agency an opportunity to correct the default.
- 2) At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.

(v) Payments for all satisfactorily completed services till the **time** of termination shall be made to the vendor in the event of termination.

17. Arbitration

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary, Department of Posts. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

18. Applicable Law

- a. The hired agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- b. All disputes in this connection shall be settled in Delhi jurisdiction only.
- c. DEPARTMENT OF POSTS reserves the right to cancel this hiring or RFP or modify the requirement at any stage of RFP process cycle without assigning any reasons. DEPARTMENT OF POSTS will not be under obligation to give clarifications for doing the aforementioned.
- d. DEPARTMENT OF POSTS reserves the right that the work can be allocated to any of the hired vendors.
- e. DEPARTMENT OF POSTS also reserves the right to modify/relax any of the terms & conditions of the hiring or RFP by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- f. DEPARTMENT OF POSTS, without assigning any further reason can reject any proposal(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- g. DEPARTMENT OF POSTS also reserves the right to award work orders on quality/technical basis, which depends on quality, capability and infrastructure of the firm.
- h. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the DEPARTMENT OF POSTS and subordinates and Agency are bound to respect the same.

19. Non-solicitation

The hired agency and DEPARTMENT OF POSTS each agree that during the term, hired agency personnel or DEPARTMENT OF POSTS employee is associated with the services under the Contract and for a period of twelve months after such person ceases to be so associated, neither the hired agency nor DEPARTMENT OF POSTS shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.

20. Confidentiality

- a. Selected agency (the "Receiving Party") shall acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the DEPARTMENT OF POSTS (the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract Agreement.

- b. The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.
- c. The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- d. The obligations under this clause shall survive for three years from termination or expiration of this Contract.
- e. The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such an event, the more stringent obligations shall prevail.

21. Intellectual Property Rights

- i. Subject to the other provisions contained in this Clause, the hired Agency shall agree that all deliverables created or developed by the hired Agency, specifically for the Department of Posts, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Department of Posts.
- ii. The DEPARTMENT OF POSTS shall acknowledge that:
 - a. In performing services under the Contract, the hired Agency may use hired Agency's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the hired Agency prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the hired Agency's Pre-Existing IP").
 - b. Notwithstanding anything to the contrary contained in the Contract, the hired Agency shall continue to retain all the ownership, the rights title and interests on all the hired Agency's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the hired Agency from using the hired Agency's Pre-Existing IP in any manner.
 - c. If any of the hired Agency's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the hired Agency hereby grants to the User Department/DEPARTMENT OF POSTS non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple Categories, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.

- d. DOP being the owner of all the IPs created in the deliverables, except the Pre-Existing IPs of the hired Agency used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the user department/DEPARTMENT OF POSTS may require or find necessary for its purpose, The IP rights of the DOP shall indefinitely subsist or continue in all future derivatives of the deliverables.
- e. The hired Agency shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the User department/DEPARTMENT OF POSTS for use as detailed in the Clause(c) above.
- f. Except as specifically and to the extent permitted by the hired Agency, the DEPARTMENT OF POSTS will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Agency's Pre-Existing IP, or separate hired Agency's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
- g. The DEPARTMENT OF POSTS shall warrant that the materials provided by the DEPARTMENT OF POSTS to hired Agency for use during development or deployment of the application shall be duly owned or licensed by the DEPARTMENT OF POSTS.

22. INTEGRITY PACT

- As per Central Vigilance Commission (CVC) guidelines issued vide circular no. 02/1/2017 dated 13.01.2017 and amendment issued from time to time an Integrity Pact should be signed between the prospective vendor and the DEPARTMENT OF POSTS.
- *Apart from the terms and conditions stipulated herein above, all the terms and conditions stipulated in the RFP Document No. 8-1/2024-MD shall ipso facto be applicable.*

23. Cost of Bid Preparation and Submission

The bidder shall bear all costs associated with the preparation and submission of its Bid. DOP shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

24. Procedure for submission of Bids.

The Technical Bid and Financial Bid files should be labeled separately. It may be noted **that prices must not be indicated in the Technical Bid and must only be indicated in the Financial Bid. Any deviation shall lead to disqualification.**

25. Bid Prices:

- 25.1** The Bidder shall indicate in the proforma prescribed at **Annexure-III** the detailed **and** the total Financial Bid Price in lump-sum including GST, in **Indian Rupees** (INR). Prices quoted must be firm and fixed and shall not be subject to any upward modifications.

- 25.2** The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.
- 25.3** Rate should be quoted in English figures and words; the latter prevailing in case of any discrepancy.
- 25.4** The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with a price variation clause will therefore be treated as nonresponsive and rejected.

26. Submission of Bid

- 26.1** The bids should be submitted online on the GeM Portal only
- 26.2** Any bid received in the physical form shall be rejected and returned to the bidder unopened.

27. Bid Opening

The bidder is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the Bid on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification on the date and time indicated in the "Schedule of RFP", only Technical bids will be opened and read out in the presence of bidders' representatives.

28. Technical Bid:

The Technical Bid should be submitted in form given in **Annexure – II** with the scanned copy of proof **Bid Security Declaration**. A duly constituted committee shall evaluate the technical bid of those bidders that fulfill all the eligibility criteria given in Annexure A & 18.3 of this RFP document.

29. Commercial Bid:

- i. The Commercial Bid should be submitted in form given in **Annexure – III** and should be unconditional. The Commercial Bids of the bidders short-listed after evaluation of technical bids only will be opened on a specified date and time to be intimated to the respective bidder. A duly constituted Evaluation Committee will evaluate the Commercial Bids of only those bidders who have been shortlisted by the technical bid evaluation committee.
- ii. The bid price would be inclusive of all applicable taxes, cess etc. However, taxes have to be quoted separately in the **Annexure III**.
- iii. Terms of payment as stated in the RFP Document shall be final.

- iv. Bid price should include entire cost of hiring the required manpower. In case any creative work involves outdoor shoot, the cost of TA/DA shall be reimbursed as per applicable rules.
- v. At the time of payment of bills, the income tax and other statutory Government dues, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

30. Validity of the bids: The bids shall be valid for a period of 60 days from the date of opening of the tender. This has to be so specified by the bidders in the commercial bid.

31. Period of contract: The contract will be **valid for 2 years** from the date of award of the contract **to be extended for another year on mutual consent and same rate, terms** and conditions.

32. Criteria for Evaluation of Bid:(Quality and Cost based Selection (QCBS) – 70:30 (Technical: Commercial)

32.1 A duly constituted Committee will undertake an initial screening of the bids on the basis of Eligibility Criteria of all the technical bids. The bidders, not meeting the eligibility criterion as per para 3 (i) to 3 (x) of the RFP document or without Bid Security Declaration, will be summarily rejected.

32.2 The technical bids of the bidders who fulfill the eligibility criterion as per para 18.3 of the RFP document and who have submitted Bid Security Declaration would be further evaluated by a Committee to be set up by the Department of Posts for the purpose.

32.3 The Committee will examine all the documents mentioned at Table-A and the bidders which do not meet the requirements mentioned at Table-A will be summarily rejected.

The Agencies that qualify at Table-A will be invited to make a presentation as detailed at Table-B. The committee will evaluate the presentation and award points on each of the points of evaluation as per following marking scheme of Table-B. The committee reserves the marking rights and no challenges can be made for awarded marks.

Table - A

Sl No.	Required Documents (Non Supply will lead to rejection)	Yes / No
1.	Checklist of documents (e.g. Bid security etc.)	
2.	Last 3 years average annual Turnover should be at least Rs. 30 crores per annum (2021-22, 2022-23, 2023-24)	

3.	Similar Past work experience of handling social media for central government ministries/departments for at least 3 years	
4.	Start Up/MSME need to provide their Udyami certificate/ Start up certificate from relevant govt department/ministry (Start-up/MSME is exempted only for turnover, not for experience)	

Table- B

Sl No.	Table B1- Parameters (Experience & Qualifications)	Maximum Points to be awarded
1.	Team members with required Qualification, Experience & Skills as mentioned at Annexure A of this document	20
2.	Previous Social Media Campaigns executed by the bidder, Outcomes of the Campaigns & any worth mentioning achievement of the campaign (showcase at least 5 such campaigns along with name of the ministry/department for whom it was run by the bidder)	15
Total		35
	Table B2- Evaluation on Presentation will be on the following points	Maximum Points to be awarded
4.	A road map of how the agency proposed to achieve the milestones in a month, 3 months, 6 months and 1-year plan also needs to be presented. (Base presentation of DOP will be provided to the bidders who will be called for presentation)	10
5.	Social Media Strategy (Development and Execution): Comprehensive strategy, alignment with objectives, adaptability	10

6.	Content Creation and Management (Quality and Timeliness): Content relevance, adherence to brand guidelines, content calendar efficiency.	10
7.	Social Media Monitoring (Tools and Reporting): Use of monitoring tools, reporting accuracy, insights, and recommendations.	08
8.	Public Relations and Media Outreach(PR Strategy): Media relationships, PR materials quality, and outreach effectiveness.	08
9.	Crisis Management (Protocols and Response): Crisis handling plans, response speed, and issue resolution.	05
10.	Translation Services (Accuracy and Cultural Relevance): Quality of translations, language coverage, and cultural appropriateness.	08
11.	Presentation and Communication Skills(Accuracy and Cultural Relevance): Quality of translations, language coverage, and cultural appropriateness.	06
Total		65
Grand Total (B1 & B2)		100

32.4 After Scrutiny and evaluation of technical bids by this committee, the bidders who qualify in Table-A and score a minimum of 70 marks as per points of evaluation laid down in Table - B (out of 100 marks) shall be shortlisted and the commercial bids of only these short-listed bidders shall be opened on the date/time in the presence of concerned bidders or their duly authorized representative who wish to be present. The decision of the Committee shall be binding to all.

32.5 The commercial Bids of the technically qualified bidders shall then be opened on the notified date and time as on the GeM Portal. Commercial Bids that are not as per the provided format shall be liable for Rejection. In the case of a tie between two or more bidders (i.e. equal commercial quote), the bidder with higher score under technical evaluation shall be ranked first in order. If Bidder quotes NIL charges, the bid shall be treated as unresponsive and shall not be considered for evaluation.

32.6 Final Evaluation of Bid

- I. After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score is arrived at based on predefined relative weightage.
- II. The proposal with the highest weightage combined score (quality and cost) shall be selected Calculation Formula=

$$B = [(C_{low} / C) \cdot X] + [T / T_{high} \cdot (1 - X)]$$

Where C=evaluated Bid price

C_{low} =The lowest of all evaluated Bid price among responsive Bids

T= the total Technical score awarded to the Bid

T_{high} =the Technical score achieved by the Bid that was scored best among all responsive Bids.

X= weightage for the process as specified in Bids

- III. Total Score will be calculated by GeM based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.

Important Note: In case of any conflict between the uploaded Scope of Work/T&C/PQ/TQ evaluation criteria and the selected GeM filters/details, then the respective criteria/clauses of the uploaded Scope of Work/T&C /PQ/TQ evaluation will supersede and considered as prevailing for final evaluation by Tender Committee.

- 32.7** The Department reserves the right to terminate the agreement with the shortlisted bidder(s) at any stage of the contract. Department of Posts decisions with regard to evaluation & selection shall be FINAL and binding to all.

33. Right of Acceptance:

- 33.1** The Department of Posts reserve all rights to reject any bidder including those proposals who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest or any specific proposal. The decision of Department of Posts in this regard is final and binding.
- 33.2** Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's quotation.

34. Communication of Acceptance:

Successful bidder(s) will be informed of the acceptance of his proposal. Necessary instructions regarding the amount and time provided for Security Deposit will be communicated.

35. Security Deposit:

- 35.1** The successful bidder will have to deposit in cash in any post office under Unclassified receipt a sum EQUIVALENT TO 3% of the total price of the work in favour of Department of Posts towards Security Deposit within 21 days from the date of acceptance of the tender and produce the receipt in original to the

Department of Posts. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.

35.2 Alternatively, the security deposit can be deposited in the form of an Account Payee Demand draft, Performance Bank Guarantee duly pledged in favour of Deputy Director General (Marketing), Department of Posts, Dak Bhawan, New Delhi 110 001. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier / provider including warranty obligations.

35.3 This Security Deposit is in the nature of Security for satisfactory completion of the Agreement. On successful completion of the contract, the amount will be refunded after adjusting dues, if any, within a reasonable time. If the contractor fails or neglects any of the bid obligations under the contract, it shall be lawful for Department of Posts to forfeit either whole or any part of Security Deposit furnished by the bidder as penalty for such failure, as decided by Department of Posts.

Disclaimer:

- I. This RFP document is neither an agreement nor an offer by the Department of Posts. The purpose of this RFP is to provide information to the applicants that may be useful to them in the formulation of their proposal pursuant to this RFP.
- II. Though adequate care has been taken in preparation of this Request for Proposal (RFP) document, Consultancy Company/ Firm/ Consortium (Applicant) submitting detailed financial proposals in response to this RFP should satisfy itself that the information provided in the RFP document is complete in all respects.
- III. Neither DEPARTMENT OF POSTS nor their employees will have any liability to any prospective Consultancy Company/ Firm/ Consortium (Applicant) or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project/Assignment.
- IV. DEPARTMENT OF POSTS will not be responsible for any delay in receiving the proposals and reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever.
- V. DEPARTMENT OF POSTS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application and it reserves the right to change/modify/amend any or all provisions of this RFP document.
- VI. The information is not intended to be exhaustive. The interested agencies/contractors are required to make their own inquiries and also visit the existing area for any clarification. The information is provided on the basis that it is non-binding on the Department of Posts or any of its authorities or persons or any of their representatives or employees etc.
- VII. No contractual obligation on behalf of the Department of Posts, whatsoever, shall arise from this Tender unless & until a formal contract is signed and executed by duly authorized officers of Posts and the bidder in due course after the invitation of tenders. DoP may modify any / all of the terms of this tender process giving due notification through the DoP website.

- VIII. The Department of Posts will not be liable for any costs incurred by the bidders in the preparation of the tender and its presentations. The preparation of Bidder's proposal will be made without obligation by DoP to acquire any of the items included in the Bidder's product, or to select any Bidder's proposal, or to discuss the reasons why a particular Bidder's proposal is accepted or rejected. All information included by the bidders in their proposals will be treated in strict confidence.
- IX. A certificate from Chartered Accountant only should be submitted certifying that *Average Annual Turnover of the bidder for the last 3 financial years (2021-22, 2022-23 & 2023-24) is a minimum of Rs. 30 Crore.*
- X. The bidding agency must have an office in the NCR of Delhi (copy of electricity bill/landline bill to be submitted), with adequate dedicated staff strength as detailed in Para 1.2.4, for implementing the contract of the Department of Posts. A declaration by the authorized representative of the bidding agency, providing the details of dedicated qualified team consisting of 01 Media Director, and 03 Media Executives stationed in the office located in the NCR of Delhi, their experience/expertise and employment status with more than 01 years to be with the agency, on the letter head of the agency, to be submitted as per format given at Annexure 2).
- XI. A clear photocopy of GST Certificate.
- XII. A clear photocopy of PAN Number.
- XIII. The Bidder shall not have been declared ineligible for corrupt or fraudulent practices with any Government departments/ agencies/ ministries or PSU's and should not be blacklisted at the time of submission of bid. A declaration by the authorized representative of the bidding agency, on the letter head of the agency, to be submitted. as per format given in Annexure-3
- XIV. An undertaking to be submitted on the letter head of the Agency and signed by the authorized representative of the agency that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the agency in its financial proposal (the cost is not to be mentioned in the undertaking), as per format given in Annexure-4.

**F.No. 8-1/2024-MD
Government of India
Ministry of Communications
Department of Posts
Marketing Division, Dak Bhawan,
New Delhi-110001**

ANNEXURE-II

Sub: Request for Proposal is invited for Hiring of Services of a Professional Agency Registered on GeM for providing qualified Social Media Resources.

TECHNICAL BID

The technical Bid has following annex:

Details	Annex
Index to the documents submitted	Annex B
Details of Bid Security Declaration furnished	Annex C
Nature of the Firm and duration of existence	Annex D
Certificate of Similar Past Work Experience with Central Government/Department/Ministry in last 3 Years	Annex E
Average Annual Turn Over of India Operations in Last 3 Years i.e. 2021-22, 2022-23, 2023-24.	Annex F
CVs of Social Media Resources as specified in the Annexure A of the RFP Document.	Annex G

F.No. 8-1/2024-MD
Government of India
Ministry of Communications
Department of Posts
Marketing Division, Dak Bhawan,
New Delhi-110001

ANNEXURE-III: FINANCIAL QUOTATION

Sub: Request for Proposal is invited for Hiring of Services of a Professional Agency Registered on GeM for providing qualified Social Media Resources.

RFP Title: Hiring of Services of a professional agency registered on GeM for providing qualified Social Media Resources							
Bid Inviting Authority: Department of Posts							
Name of Work: Hiring of Services of a professional agency registered on GeM for providing qualified Social Media Resources							
Contract No:							
SCHEDULE OF WORK / ITEM(S)							
NUMBER #	TEXT#	NUMBER#	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Description of Work / Item(s)	Quantity	Basic Rate in figures to be entered by the bidder in Rs. P	GST in Rs. P	Total Amount without taxes in Rs. P	Total Amount with taxes in Rs. P	Total Amount in Words
1	2	3	4	5	6	7	8

1.00	Hiring of Services of a professional agency registered on GeM for providing qualified social Media	28					
1.01	Team Lead (Social Media)	2					
	Social Media Manager	2					
	Graphic Designers	4					
	Video Editors	4 & 1 Animator					
1.02	Senior Content Writer	6					
1.03	PR Experts	2					
1.04	Researchers cum Social Media Listening Experts	3					

	Social Media Analysts	2					
	Translation Services	As per requirement without any extra remunerations					
1.05	Voice Over Artist	2					
	Total	28					

Pre-Qualification Bid

**Bid Security and Declaration of not being blacklisted to be provided on
Company Letter Head**

The DDG (Marketing)

Department of Posts

Dak Bhawan- 110 001

Subject: - Declaration of not being blacklisted.

Madam/ Sir,

This has reference to the Department of Posts' RFP no..... dated..... for

Appointment of a Media Planning Agency.

In this context, I/We, as an authorized representative(s) of company, declare that presently our Company/ firm has an unblemished record and is not declared ineligible with regard to corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then my/ our bid security without prejudice to any other action that may be taken, may be forfeited in full and the tender, if any, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Date:

Place:

Pre-Qualification Bid

**The DDG (Marketing)
Department of Posts
Dak Bhawan- 110 001**

UNDERTAKING

Madam/ Sir,

This has reference to the Department of Posts' RFP no..... dated..... for Appointment of Media Planning Agency.

In this context, I/we, as an authorized representative(s) of the company, I/We certify that the agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the agency in the financial proposal.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be blacklisted from bidding for any contract with you for a period of 18 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- b. have been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Thanking you,

Name of the Bidder:
Authorized Signatory:
Name:
Seal:
Date:
Place:

PRE-CONTRACT INTEGRITY PACT

(If stipulated in TIS, ref Claus 8.2.1 of I TB)
(To be signed on Plain Paper)
(To be submitted as part of Technical bid)

Tender Document No. Tend No./xxx; Tender Title: Non-consultancy

Services

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/

Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the 'The Principal'

- (1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2- Commitments of the 'Bidder/Contractor'

- (1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally
 - b. entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - c. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
 - d. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

- e. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian
 - f. Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - g. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - h. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4- Compensation and Damages

(1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal Charges against violating Bidders (s) Contractor (s) Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of

Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10- Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
(Name of the Officer and Designation) (Office Seal)

For and on behalf of 'Bidder/ Contractor.'
(Name of the Officer and Designation) (Office Seal)

For and on behalf of the Principal
Place
Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Appendix to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian

agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.

2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

Annexure-VII

**CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at on this the __day of __, 2024 (hereinafter referred to as the "Effective Date").

BY AND BETWEEN

The President of India acting through Shri. (Officer Name), Department of Posts, Dak Bhawan, Sansad Marg, New Delhi-110001 (hereinafter referred to as 'Department of Posts' or 'DoP' or (Designation), Department of Posts') of the First Part;

And

The <<insert office name/ official name>> <<acting through his/her duly authorized representative>> <<insert designation>>, a [Company] / [partnership firm] validly incorporated/ organized and registered under the laws of India with its [registered/ corporate/ head office] situated at [____] and acting through its authorized representative [Name of representative] _____, contracted _____ for the purpose of _____ Vide _____ contracted _____ for the purpose of _____ Vide _____ contract/ MoU reference _____ dated _____

OR

<<name of the contractual employee., S/O _____ resident of _____ having Unique Identifier No. _____, contracted as _____ <<insert job role>> for the period from _____ to _____ vide contract/ offer letter No. _____ dated _____ (delete the non-applicable part) (hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

DoP and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties"

WHEREAS:

1. DoP has engaged the Recipient for **Printing services and pre-mailing services**.
2. The Recipient had represented to DoP that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to DoP and would therefore have access to certain information, documents, etc. provided by DoP or otherwise. Further, Recipient hereby expressly admits that he has gone through the Information Security Management Policy of DoP and other policies governing cyber security and undertakes to abide by the provisions contained therein.
4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/ information from the DoP to the Recipient. The Recipient agrees that any information disclosed to the Recipient by DoP or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of DoP.
5. DoP and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. Recipient hereby agrees and undertakes that any sub-contracting of the services (governed by this agreement) shall only be with prior and express written permission of the DoP and that the Recipient shall execute a separate Confidentiality and Non-Disclosure Agreement with the firm/ all the employees involved in the subcontracted delivery of Services under this Agreement. NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:
6. "Confidential Information" shall mean all confidential and proprietary information (whether in written, oral, electronic or other format) of DoP which includes but is not limited to: all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning DoP. Any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the DoP.
 - 6.1. All other information and material of DoP relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by DoP, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.

- 6.2. Any other information provided by DoP to the Recipient or procured by the Recipient from DoP shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential"/ "Restricted" etc. or not by DoP; or even if the same is unclassified.
- 6.3. Confidential Information may also include the Personal and Sensitive Personal Data of DoP's/ other DoP clients, licensors, alliances, contractors and advisors.
7. "Personal Data" shall mean any data/ information that relates to a natural person which directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and
8. "Sensitive Personal Data" shall mean personal data revealing, related to, or constituting, as may be applicable- (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) inetersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.
9. Unless otherwise specified by DoP, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which
- 9.1. was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by DoP at the time of receipt of such information; or
- 9.2. is already known to Recipient prior to the execution of this Agreement as demonstrated/ proven by the Recipient to DoP; or
- 9.3. is approved for release by written authorization of DoP; or
- 9.4. is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives DoP prompt notice and assists DoP, in obtaining an applicable protective order.
10. Non- Disclosure Covenant: Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from DoP by way of non-disclosure pursuant to this Agreement, the Recipient shall:-
- 10.1. keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;
- 10.2. only use Confidential Information for the permitted purpose as contemplated under this Agreement;
- 10.3. not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers:-
- 10.4. who need such information for the permitted purpose under this Agreement; and/or
- 10.5. are informed of the proprietary and confidential nature of the Information; and/or

- 10.6. come under the purview of this Agreement by virtue of the Recipient's acceptance same.
- 10.7. not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.
11. the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by DoP after the expiry of the Contract for services <<Insert Reference of relevant Contract>>, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.
12. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of DoP or the Government of India including but not limited to those mentioned herein below: -
- 12.1. make any sketch, plan, model, or note using the Information provided by DoP which might be, directly or indirectly, useful to any third party;
- 12.2. obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by DoP.
13. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:
- 13.1. communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by DoP; or
- 13.2. retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by DoP with regard to return or disposal thereof; or
- 13.3. fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by DoP.
14. Other obligations of the Recipient:
- The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential information shared by DoP and without limitation of the foregoing, the Recipient agrees not to do the following:
- 14.1. Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or
- 14.2. Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by DoP.

- 14.3. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.
- 14.4. The Recipient acknowledges that such Confidential Information provided by DoP shall remain the property of DoP and that the disclosure and/or provision of Confidential Information by DoP is solely for the purposes as stipulated by DoP and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect DoP.
- 14.5. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by DoP that is or may be revealed to him by DoP unless specifically authorized to do so in writing by DoP .
- 14.6. The Recipient acknowledges that any and all the Confidential Information that may be disclosed by DoP under this Agreement is the valuable property of DoP and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of DoP will cause DoP to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by DoP which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of DoP, then DoP shall be entitled to seek immediate injunctive relief as well as right to pursue any and all other rights and remedies available at law or in equity for such a breach in order to enforce the provisions of this Agreement.
- 14.7. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to DoP and/or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.
- 14.8. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of DoP.

15. Penalty: It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement DoP shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, DoP further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by DoP of the right to prosecute the Recipient for any statutory violation.

16. Miscellaneous

- 16.1 Interpretation:** The interpretation of DoP with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the DoP. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanism of redressal at DoP has been exhausted.
- 16.2 Supersession:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the confidentiality obligations of the Recipient.
- 16.3 Indemnification:** The Recipient agrees to indemnify and hold DoP harmless for any cost, damage, losses, penalty and/or liability or claims incurred by or made against DoP due to any breach, nonobservance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.
- 16.4 Amendments:** The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.
- 16.5 Severability:** If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.
- 16.6 Waiver:** The non- exercise of delay in exercising any power or right by DoP shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.
- 16.7 Relationship between the Parties:** Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.
- 17. Communication / Notices:** Every notice, demand or other communication under this Agreement shall:
- 17.1.** Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.
- 17.2.** Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.
- 17.3. Be deemed to have been received:**
- 17.3.1.** When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;
- 17.3.2.** If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and
- 17.3.3.** If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"

17.4. Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice; The sender is not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

18. Governing Law and Dispute Resolution: This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and if a dispute arises in relation to the conduct of this Agreement ("Dispute"), the Parties shall submit their representations to Secretary Post whose decision shall be final and binding.

19. Successors and Assigns: The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

20. Language: All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

21. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the President of India (Department of Posts) represented by

Designation: _____

Name: _____

Date:

WITNESS:

1.

2.

SIGNED AND DELIVERED by and on behalf of

[Recipient]

Represented by its Authorized Signatory / by Recipient himself,

By: Mr./ Ms. _____(Officer Name) Designation:

Date:

WITNESSES:

1.

2.