

HIGH COMMISSION OF INDIA
KUALA LUMPUR

TENDER NOTICE FOR HIRING SERVICES OF A PRIVATE AGENCY FOR
MANAGING MISSION'S ACCOUNTS/HANDLES ACROSS VARIOUS
SOCIAL MEDIA PLATFORMS

Tender No.:	KUA/PIC/302/1/2020
Date:	28.01.2021
Last date for submission of bids:	26.03.2021

HIGH COMMISSION OF INDIA
JALAN PAHANG, WISMA HRIH LOTUS
KUALA LUMPUR
<https://www.hcicl.gov.in>

HIGH COMMISSION OF INDIA
JALAN PAHANG, WISMA HRIH LOTUS
KUALA LUMPUR

Tender No.KUA/P&I/302/1/2020

Dated: 28.01.2021

E-notice inviting tender for selection of an agency for managing the High Commission of India, Kuala Lumpur (Mission)'s accounts / handles across various social media platform (Facebook, Twitter, Instagram, YouTube etc.).

The tender document may be downloaded from <https://www.hcicl.gov.in/tenders.php> and from CPP Portal – <https://eprocure.gov.in/epublish/app>.

2. The important schedules and dates are as under:

Important Dates	
Published date	28.01.2021
Bid document download start date	28.01.2021
Clarification start date	28.01.2021
Clarification end date	05.02.2021
Bid submission start date	01.03.2021
Bid submission end date	26.03.2021
Date of Technical Bid opening	01.04.2021
Date of Financial Bid opening	08.04.2021
Award of Work Order	Approximately 2-3 weeks after opening of financial bid

3. Interested companies may submit their sealed tenders in two bid system i.e. Technical bid and Financial Bid as per Terms and Conditions of the Tender Document to High Commission of India, 1st Floor, Wisma HRIH Lotus, Jalan Pahang, Kuala Lumpur on or before the bid submission end date.

4. Further clarifications, if any, can be sought during working days from 0900 hrs to 1500 hrs over telephone no. 0060-340269898 or through email addressed to hoc.kl@mea.gov.in.

(Shiv Sagar)
Head of Chancery
High Commission of India
Kuala Lumpur
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TENDER NOTICE

Subject: Selection of an agency for managing High Commission's accounts/handles across various social media platform

High Commission of India (Referred as 'Mission' or 'High Commission') in Malaysia is considering selection of an agency for management of High Commission's accounts/handles across various social media platform viz. Facebook, Twitter, Instagram, YouTube etc.

(A) Scope of work:

The locally hired Social Media agency would facilitate the Mission in enhancing its social media outreach by:

- I. Developing a strategy to enhance Mission's presence on social media (Facebook, Twitter, Instagram, YouTube etc.) and engaging a wider audience.
- II. Using Social Media Analytics to gather useful and credible information on all relevant issues trending on social media at the local/regional/national level, through a team deployed 24x7 for Social Media management and analysis.
- III. Managing Mission's response on social media channels on issues/topics identified through social media analysis and/or as indicated by the Mission.
- IV. Producing quality content such as graphics, short videos, GIFs, Power Point presentations, animations for use on social media platforms of the Mission.
- V. Editing and uploading the content created, on Mission's social media/YouTube platforms on immediate basis.
- VI. Converting all kinds of content (video/audio/files) from one format to another for given assignments as and when required by the Mission.
- VII. Re-tweeting, Sharing, 'Liking' and 'Commenting' on the content shared by Ministry of External Affairs (MEA)/Government accounts.
- VIII. Engaging with online influencers in Malaysia.
- IX. Promoting Mission's events and activities on social media.
- X. Covering of events (both in and out of the Federal Territory of Kuala Lumpur region) as and when required by the Mission to shoot short videos for dissemination through social media.

XI. Implementing any new social media initiatives/modules as and when required.

2. **Validity & Extension of Contract:** The work would be assigned initially for a period of one year which may be extended for a further period of one year at a time at the sole discretion of the Mission on the existing terms and with the written consent of the Agency.

3. **A two bid system (Technical & Financial Bids) will be followed.** The technical bids shall be opened on 01.04.2021 hrs at High Commission of India, 1st Floor, Wisma HRIH Lotus, Jalan Pahang, Kuala Lumpur in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated based on Technical Evaluation Criteria by Technical Evaluation Committee.

(B) Minimum Eligibility Criteria:

- I. Earnest Money Deposit (EMD) of MYR 3,750/- (MYR Three Thousand Seven Hundred and Fifty only) in the form of Demand Draft in favour of High Commission of India, Kuala Lumpur.
- II. The agency should be registered with Companies Commission of Malaysia (SSN) and should hold valid registration number.
- III. The agency should have a minimum experience of three years in the field of Social Media Management, analysis, working in conjunction with Central Ministries/ Departments/private organizations of repute.
- IV. The annual turnover of the agency should be at least **MYR 500,000** during each of the last three years.
- V. The agency should neither be blacklisted nor should any Criminal Case be registered against the firm or its owner or partners anywhere in Malaysia.

Pre-bid Meeting: A prospective bidder, requiring a clarification on the Tender document shall write to High Commission via email to hoc.kl@mea.gov.in within the time-frame as indicated in the Data Sheet.

High Commission will conduct the Pre-bid Meeting to address the submitted queries, if any, at a date which shall be intimated in due course. Responses to the queries notified through email will be uploaded on High Commission website (www.hcicl.gov.in) and any resulting amendments shall be intimated to the Applicants via email/fax etc.

(C) Submission of bids: Tender is invited in two parts, i.e two separate sealed envelopes containing (i) Technical bid (containing Bid Security Deposit) and (ii) Financial bid.

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

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

Bids are to be deposited to High Commission of India, 1st Floor, Wisma HRIH Lotus, Jalan Pahang, Kuala Lumpur in sealed envelopes. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1- Technical Bid" and "Envelope no. 2 - Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical and Financial Bid for managing Mission's accounts/handles across various social media platform" and addressed to 'Head of Chancery, High Commission of India, Kuala Lumpur' latest by **26 March 2021 till 1700 hrs**. The bids will be opened at **1100 hrs on 01 April 2021** at the High Commission of India, Kuala Lumpur.

The Mission will not be responsible for any delay in receipt of bids or missing of bids while in transit/post. Bids received by email/ fax will be rejected outrightly.

(D) Technical evaluation

1. Only the agencies who fulfil the Minimum Eligibility Criteria and upload the documents as mentioned in 'Annexure I' shall be eligible for technical evaluation. Such agencies shall be required to present a Technical Presentation showcasing their skills and details as laid down below.

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

Social Media management capabilities	Dashboard for Social Media Integration (Twitter, FB, Instagram, LinkedIn, Google+ etc.)	5 marks (on the basis of presentation)
Social Media management capabilities	Ownership of Third party Softwares /Licenses held for home grown softwares; knowledge of their usage. (eg. Coral draw, photoshop, video/audio editing etc.)	5 marks (on the basis of presentation)
Social Media management capabilities	Affiliation with or direct contract from social media networks such as Facebook, Twitter, Google Plus etc.	5 marks (on the basis of presentation)
Social media footprint increase	Strategy to increase the social media presence of Mission (to be assessed in terms of followers periodically)	5 marks (on the basis of presentation)
Social media footprint increase	Scalability-expansion/ accommodation of new accounts of Ministry/Missions/posts)	5 marks (on the basis of presentation)
Social Media analysis	Strategy & Resources (Human/Technological) for social media analysis	5 marks (on the basis of presentation)

Social Media analysis	Creation of analytical reports & Summarizing of the social media developments of the day	5 marks (on the basis of presentation)
Security	Disaster management (response management) & Data security. Safety mechanism to prevent unauthorized access to Social Media platforms.	5 marks (on the basis of presentation)
Manpower	Total manpower employed by Agency	10 marks [<= 5 = 2 marks 10 <= 20 = 4 marks 20 <= 30 = 6 marks 30 <= 40 = 8 marks > 40 = 10 marks]
Relevant experience	Experience in Social media management and analysis in Govt./Public sector in number of years (An experience of at least 3 years)	10 marks [3 =< 4 = 2 marks 4 =< 5 = 4 marks 5 =< 6 = 6 marks 7 =< 8 = 8 marks >= 8 = 10 marks]
Relevant Experience	Experience in Social media management and analysis in private sector in number of years (An experience of at least 3 years)	10 marks [3 =< 4 = 2 marks 4 =< 5 = 4 marks 5 =< 6 = 6 marks 7 =< 8 = 8 marks >= 8 = 10 marks]
	Number of projects undertaken with/currently working with; Govt./Public sector	10 marks [1 - 2 = 2 marks 3 - 4 = 4 marks 5 - 6 = 6 marks 7 - 8 = 8 marks > 8 = 10 marks]
	Number of projects undertaken with/currently working with; private sector enterprises.	10 marks [1 - 2 = 2 marks 3 - 4 = 4 marks 5 - 6 = 6 marks 7 - 8 = 8 marks > 8 = 10 marks]
Turnover	Turnover of the Agency over the last three years	10 marks 0.50<=0.54 million RM = 2 marks 0.54<=0.58 million RM = 4 marks

		0.58<=0.62 million RM = 6 marks 0.62<=0.66 million RM = 8 Marks > 0.66 million RM = 10 marks]
	TOTAL	100 Marks

3. The minimum qualifying score shall be 70.

(E) Financial round:

- i. Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round.
- ii. The bidder/agency applying will quote their 'per annum (yearly) rates' (exclusive of applicable taxes). The rates shall be quoted in the pdf sheet provided with tender document. (Annexure II).
- iii. No change in financial bids is allowed after the last date of submission of tender documents.
- iv. After evaluation of financial bids, the L1 (lowest responsive financial bid) bidder will be awarded the contract.

(F) Other Terms & Conditions:

1. Tender received after closing date and time will not be entertained.
2. Mission reserves the right to extend the last date and time for submission of the bids at its own discretion.
3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Mission will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Mission until execution of a contractual agreement.
4. The bids shall remain valid for a period of 120 (One hundred & twenty) days beyond the day of calling of tender. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests should preferably be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.
5. Failure to furnish all the required information may result in rejection of the bid.
6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Mission. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.

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

8. To assist in Technical evaluation, Mission reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids.

Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.

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

10. The Mission shall have the sole proprietary rights over the content created/ edited/provided by the agency who has been awarded the contract through this tender.

11. The selected social media agency at the time of the signing of the contract with the Mission, will need to ensure that it fully understands that it will solely be responsible for compliance with relevant local legislation or consequence of non-compliance, and will submit an undertaking to this effect.

12. In all matters of dispute relating to this tender, the decision of this office will be final and binding upon the firm/agency.

13. The Mission reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Mission for rejection of his proposal.

14. **Payment terms:**

a) Payment will be made on monthly basis.

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

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

d) In case it is required to cover events in any place outside the Federal Territory of Kuala Lumpur (FTKL) region, the agency shall only be reimbursed for bills related to travel (to & fro from Kuala Lumpur/FTKL to place of coverage) and accommodation (hotel) in respect of the media team sent by Mission.

The agency shall have to produce receipts for the expenditures made in order to be compensated for them. The type and class of accommodations and travel arrangements shall be decided by Mission and prior approval sought.

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

Only applicable taxes shall be applied in addition to quoted rates.

15. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.

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

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

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

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

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

21. Earnest Money Deposit: Bidders are required to submit an Earnest Money Deposit (EMD) of MYR 3,750/- (MYR Three Thousand Seven Hundred and Fifty only) as described in 'Annexure I' which must be delivered to High Commission of India at the time of submission of bid along with the envelope containing 'Technical Bid'. The bid security of unsuccessful bidder will be returned to them after the award of the contract. Earnest Money Deposit with Mission for the purpose of tender will earn no interest.

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

- i. The Bidder withdraw/modifies his bid during the period of bid validity.
- ii. The selected bidder fails to sign the agreement in time or furnish the performance bank guarantee.

(G) Performance Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Earnest Money Deposit of successful bidder will be returned after submission of Performance guarantee.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in

termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

(H) Agreement deed: The successful bidder shall execute an agreement for the fulfilment of the contract within 15 days from the date of award of the contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 10 percent of the contract value.

(I) PENALTY CLAUSE:

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

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

(J) Governing Laws and Jurisdiction: This shall be construed and governed by the laws of India.

(K) Settlement of Disputes and Arbitration: All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

(L) FORCE MAJEURE:

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

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

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

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

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

(M) Liquidated damages and termination:

1. It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and the contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Mission may recover a sum from the contractor equivalent to minimum of 0.5% of the price for any portion of services delayed /negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed /negligence in service.

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

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

(N) Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "No Claim Certificate" may be taken from the contractor as per the format given in the Annexure III.

(Shiv Sagar)
Head of Chancery
High Commission Of India
Tel : +60-3-40269898
E-mail : hoc.kl@mea.gov.in

Annexure I

Sl. No	Document	File type
1.	Earnest Money Deposit (EMD) of MYR 3,750 in the form of Demand Draft/Cheque in favour of High Commission of India, Kuala Lumpur	*.pdf
2.	Copy of Registration/Incorporation	*.pdf
3.	Copy of TAX returns for the last three years	*.pdf
4.	A list of owners / partners etc. of the agency	*.pdf
5.	Copy of Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in Malaysia	*.pdf
6.	Copies of award of contracts along with Certificate of satisfactory performance from Government/ Departments/ private organizations of repute	*.pdf
7.	Copy of proof of qualification / additional skills in respect of the team proposed to be employed by the Agency	*.pdf
8.	Copy of an audited statement of account of the Agency	*.pdf
9.	Proof of Annual turnover of MYR 500,000 during each of the last three years	*.pdf
10.	Self certification regarding Manpower employed by Agency	*.pdf

Financial Bid Proforma

Subject: Selection of an agency for managing Mission's accounts / handles across various social media platform

1. Name of the Agency:

2. Address of the Registered Office:

3. Correspondence address:

4. Contact details:

(a) Telephone:

(b) Fax:

(c) E-mail:

S. No.	Item	Charges per annum in MYR	Remarks, if any
1	Charges for managing Mission's accounts/handles across various social media platform [as per scope of work mentioned in tender notice]		
	Total		

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]

(On company letterhead)

To,

(Contract Executing Officer)
Procuring Entity.....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated for the supply of

We have received the sum of MYR only, in full and final settlement of all the payments due to us for the services rendered under the above mentioned contract agreement, between us and the High Commission of India, Kuala Lumpur. We hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any nature, on any account against the High Commission of India, Kuala Lumpur, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents
on behalf of the contractor
(company stamp)

Date:

Place: