

No. AD(NM)/EMP-MEDIA AGENCIES/2023
MINISTRY OF INFORMATION & BROADCASTING
CENTRAL BUREAU OF COMMUNICATION
SOOCHNA BHAWAN, CGO COMPLEX,
LODHI ROAD, NEW DELHI - 110003

17th November 2023

ADVISORY

Subject: Invitation of Bids for Empanelment of Media Agencies for Providing Digital Advertisement Services to Central Bureau of Communication (CBC) and Notification of Pre-Bid Meeting

Bids (Technical & Financial) are invited for Empanelment of Media Agencies for providing Digital Advertisement Services to Central Bureau of Communication.

2. The RFP on the subject matter is enclosed herewith and is also available for access on CBC website (<https://davp.nic.in>) and CPP Portal.

3. Interested entities may submit their response in a sealed envelope in prescribed format to latest by **4 PM on 1st Dec 2023**. The tenders may be addressed to:

Sh Sreerag M
Deputy Director
Central Bureau of Communication
Room No 279, Second Floor, Soochna Bhawan
Lodhi Road, New Delhi – 110003

4. The Pre-bid meeting on the RFP is scheduled to be held in the Main Conference Room, Second Floor, Soochna Bhawan, Lodhi Road, New Delhi – 110003 on **23rd Nov 2023 at 3PM**. Queries if any may be referred to the officer mentioned above at 'digitalmediacbc@gmail.com' or contacted via telephone at 011-24369598 during office hours.

This issues with the approval of Director General, Central Bureau of Communication.


(K Anurag Kumar)
Assistant Director (New Media)



Request for Empanelment of Media Agencies for Digital Advertisement Services

Issued by:

**CENTRAL BUREAU OF COMMUNICATION
MINISTRY OF INFORMATION & BROADCASTING
GOVERNMENT OF INDIA
[Soochna Bhawan, C.G.O. Complex, Lodhi Road
New Delhi – 110003]**

November – 2023

RFP DOCUMENT

Whereas the Ministry of Information and Broadcasting has notified the Digital Advertising Policy 2023 for Central Bureau of Communication. The policy envisages Empanelment of Media Agencies for execution of digital advertising campaigns viz engagement and advertisement on Social Media platforms/channels/handles, among others, in platforms with which CBC doesn't have a direct contractual relationship or where social media platforms do not directly enter into agreement with Government bodies and prefer advertisement only through agencies or when an advertisement/in-content promotion has to be carried out on specified digital media handles/channels as per campaign requirement on digital/social media platforms and such services are not directly provided by the Social Media Platforms to CBC. Now therefore, bids to select vendors or empanel agencies/service providers to facilitate dissemination of information through social media platforms/channels/handles to educate and make citizens aware about Central Government schemes, programmes, policies, initiatives, etc. on behalf of the Central Bureau of Communications (CBC)/Client Ministries/Departments/PSUs of Government of India are intended. Bids are invited from agencies/service providers fulfilling the eligibility criteria as mentioned in the RFP. Agencies would be empanelled in two categories viz., **Category I and Category II** and rates will be discovered separately for each category. The details on the scheme of empanelment and the eligibility criteria is mentioned in Part I of the RFP.

- The Technical Bid and Financial Bid should be submitted in separate sealed envelopes clearly mentioning the title, RFP number and Date of Opening of the bids and Category I and Category II as applied for.
- The Technical Bid should also be submitted in a soft copy in the form of Pen Drive/CD/DVD.
- EMD as well as the eligibility documents must be submitted in a separate envelope.
- **All the above envelopes should be placed in another sealed envelope superscribed with the title, RFP number, due date and Category I and Category II as applied for.**

1. The address and contact numbers for sending Bids or seeking clarifications regarding this *RFP* are given below:

Table 1

a.	Bids/queries to be addressed to	Sreerag M, Deputy Director, CBC
b.	Postal address for sending the Bids	Central Bureau of Communication, Room No: 279 (2 nd Floor) Soचना Bhawan, CGO Complex, Lodhi Road, New Delhi -110003
c.	Name/designation of the contact personnel	Sreerag M, Deputy Director, Digital Media Wing, CBC
d.	Telephone number of the contact personnel	24369598
e.	E-mail Address of contact personnel	cbcdigitalmedia@gmail.com

2. This *RFP* is divided into five parts as follows:

Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period, etc.

Part II: Contains essential details of the scope of work, services required, deliverables, etc.

Part III: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder (s).

Part IV: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful bidder (s).

Part V: Contains Evaluation Criteria, price bid issues and Format for Submission of Bids.

3. This RFP is being issued with no financial commitment, and CBC reserves the right to change or vary any part thereof at any stage. CBC also reserves the right to withdraw the RFP at any stage.

4. Definitions and explanations

CPM (Cost per Mille) or CPTI (Cost per Thousand Impressions)	Cost per thousand impressions
CPV (Cost per view)	Cost per view of video advertisement where a view is counted when a viewer watches at least 30 seconds of the video ad or as stipulated by the platform
CH/PC: Chat Show/Podcast	A Chat Show/Podcast will be in a controlled environment with professional camera and audio equipment's in minimum HD quality. The rate quoted under this category should include all the cost involved in production of such content.
FP: Field Production	Field production will be capturing video and audio content outside of a studio or controlled environment in a minimum HD quality i.e. with inclusion of video bytes of beneficiaries, video bytes of people from a government event, promotional video of a place, event, etc. The rate quoted under this category should include all the cost involved in production of such content including cost of talent, travel, lodging, crew, equipment, or any other charges involved in production of such content
Channel/Handle	A social media channel/handle may be an account of a writer/author, actor, sportsperson, musician, dancer, social worker, or anyone who captures public attention and has a remarkable public reputation, image, voice, subject expertise, or other traits that make their identity unique on digital platforms.
Demographic Filter	Demographic filter is the filter allowed by the platform to filter target audience by geography, gender, age, age-group, interest, or any other such category as stipulated by the social media platform.
Primary Platform	The primary social media platform would be the one where the channel/handle will have the highest number of followers/subscribers.

Part I – General Information

1. **Last date and time for submitting the Technical and Financial Bids: 01/12/2023– till 4PM as per format given in Annexure-I (Technical Bid) and Annexure II (Financial Bid)**

The sealed Bids should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be submitted at the address mentioned in Para (2) at first page of this RFP, by hand or by registered post/speed post so as to reach by the due date and time. **Tenders received after the due date and time will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.** Only those bids which are submitted to the mentioned address within the due date and time will qualify to be opened. The Financial Bid, to be submitted in a separate sealed envelope, should be duly stamped and signed by the authorized signatory on all the pages. The Financial Bids which are not submitted in a separate sealed envelope or are not stamped and signed by the authorized signatory on all the pages shall be summarily rejected.

3. **Time and date of opening of Technical & Financial Proposals:**

Opening of Technical proposals	5th Dec 2023 at 12 Noon
Opening of Financial Proposals	11th Dec 2023 at 2 PM

The financial bids of only technically qualified agencies/service providers will be opened.

(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the CBC.)

4. **Place of opening the Bids:**
Conference Room, 2nd Floor, CBC, Sochna Bhawan, Lodhi Road, New Delhi -110003

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents and financial bids will be opened for all the technically qualified agencies/service providers to arrive at the rates.

5. **Forwarding of Bids:** Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing details like PAN Number, GST Number, and Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.

6. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to 'digitalmediacbc@gmail.com' referring to the RFP title, number and date, not later the day of the the pre bid meeting. Copy of the queries and CBC's clarification will be posted on CBC's website – <https://davp.nic.in/> for information of all prospective bidders.
7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by CBC prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach CBC no later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in the Bidder's forfeiture of bid security.**
8. **Clarification regarding contents of the Bids:** During the evaluation and comparison of bids, CBC may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered, or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**
10. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
11. **Validity of Bids:** The Bids should remain valid for a period of **SIX months** from the last date of submission of the Bids.
12. **Earnest Money Deposit (EMD):** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 10,00,000/- (Ten Lakh Rupees) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft / Banker's Cheque in favour of **Pay and Accounts Officer, CBC** or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per **Annexure-III**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
13. **The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of the tender.**

- 14. EMD Exemption:** Agencies that furnish an MSME certificate (Udyog Aadhaar Memorandum) and Startups (DPIIT Startup Recognition Certificate) with their bids shall be exempted from the payment of EMD as per the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012.
- 15. Two bid system:** It is a two-bid system. The technical bids will be opened on date specified in Para 3 above and shall be evaluated based on the technical criteria and eligibility documents. Their proposals will be evaluated based on their technical documents. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by CBC to technically qualified bidders. **Financial/price bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by CBC.**
- 16. Pre bid briefing:** The Pre bid briefing will take place on 23rd Nov 2023 at 3PM as per details given in the Advisory.
- 17. Period of Empanelment:** The panel formed through this RFP will be valid for two years and will be extendable for one additional year with approval of Pr. DG, CBC/DG: CBC.
- 18. Preparation of Proposal:** The Respondent shall comply with the following related information during the preparation of the proposal-
- The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
 - The Proposal (technical and financial) shall be typed or written in indelible ink (if required) and shall be signed and stamped by the Respondent or duly authorized person(s) all the pages of the tender documents to bind the Respondent to the contract. The letter of authorization shall be indicated by written Power of Attorney and shall accompany the Proposal. Any proposal which is not duly signed and stamped by the authorized signatory on all the pages of the tender may be summarily rejected.
 - Proposals received by Fax shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

19. Pre-Qualification Criteria (Terms & Conditions)

Table 2

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	The bidder should be registered under any one of the following since at least last 5 years: A partnership firm registered under the Indian Partnership Act, of 1932. OR	Certificates of incorporation & Registration Certificates. Copy of MOA, AOA, GST & PAN registration certificate

Sr. No	Basic Requirements	Description	Documents Required
		<p>A Limited Liability Partnership registered under the Indian Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>A company registered under the Indian Companies Act, 1956/2013</p>	
2.	Turnover	<p>Category I: The Agency should have an average annual turnover of INR 100 Crores in digital advertising, in the last three audited financial years 2020-21, 2021-22 & 2022-23.</p> <p>Category II: The Agency should have an average annual turnover in digital advertising in the range of INR 20-100 Crore, in the last three audited financial years 2020-21, 2021-22 & 2022-23.</p>	A certificate duly certified by the statutory auditor / Chartered Account of the Agency mentioning the average annual turnover in digital advertising only for last three audited financial years along with the audited balance sheets.
3.	Technical Capability/ Experience	The Agency must have executed at least three national level social media marketing campaigns involving channels/handles, with a single work order value of a minimum INR one crore in the last three financial years in case of Category I and INR 25 lakh in case of Category II from the date of publishing of this RFP.	Related work orders/completion certificate of executed social media campaigns also involving Channels/ handles on different social media platforms by clients.
4.	Contract with Social Media handles/ Channels	<p>Category I agency must have a working relationship with at least 1000 social media handles/channels with minimum of 25 each in category A & B and minimum 100 each in category C and D of handles/ channels as defined in Part II , section 1.2 of this RFP.</p> <p>Category II agency must have a working relationship with at least 500 social media handles/channels with minimum of 10 each in category A & B and minimum 50 each in category C and D of handles/channels as defined in Part II , section 1.2 this RFP.</p> <p>Both category of agencies must have at least 10 social media handles/channels in each of the following languages: English, Assamese, Hindi, Punjabi, Bengali, Odia, Gujarati, Marathi, Telugu, Kannada,</p>	Duly Notarised declaration of the Authorised Representative of the Agency mentioning the category wise list of at least 1000 social media handles/channels for category I and at least 500 social media handles/channels for category II with whom the agency has a working relationship/contract.

Sr. No	Basic Requirements	Description	Documents Required
		Malayalam and Tamil.	
5.	Statutory Registrations	The bidder must have a valid GST Number and PAN Card in India.	Copy of valid certificates
6.	Blacklisting / Terminations	The agency should not have been blacklisted by any Central or State Government department or Corporation or Board/ PSU/ Semi-Government organization as on date of submission of RFP.	A signed undertaking to this effect should be submitted on bidder's letterhead by Authorised Representative.

Part II – Essential Details of Services Required

The empanelled Agencies will be required to run social media campaigns to promote central government schemes/programmes/policies/initiatives/events etc. on behalf of the Central Bureau of Communication, CBC for various client ministries/departments/PSUs of the Government of India. The scope under the empanelment shall include, but not be limited to, the following:

1.1 Scope of work: Paid Advertising/Promotion on Various Social Media Platforms (Part-1)

- I. The aim behind social media Paid Advertising/Promotions is utilizing social media platforms and run paid promotion advertisements on X (Formerly Twitter), Facebook, Instagram, and other channels & platforms to create and deliver scheme related targeted advertisements to a specific target audience group. The content will be given by CBC/client.
- II. Preparing a detailed campaign plan and execution strategy including the following but not limited to:
 1. Selection criteria of the platform and right mix among them.
 2. Real time monitoring of the with marketing management tools to ensure that execution timelines and targets at the agreed budget estimations are met.
- III. Providing precision of targeting & tracking on social media platforms and enable CBC to tailor their messages and engage with the citizens.
- IV. Selection of target audience according to the advertisement nature. Use of Multiple filters such as Age group, interest, geographical location, etc to reach the relevant audience. The agency shall ensure that all the important information, details of the schemes of Government reaches the end target audience.
- V. Using multiple social media advertisements tools/platforms that CBC can utilize to reach and engage their target audience. The agency shall be responsible for the following types of advertisements:

Table 3

Platform	Ad Type	Placement/Description	Metric (Refer to Definition s)	Rates (In INR) Exclusive of GST but inclusive of all the other charges		
				Pan India (PI)*	State-Specific (ST)*	City-specific (CY)*
Facebook	Image/Display/Banner/any other such similar Ad	Feed, Stories, Messenger stories, posts	CPM			
	Videos (Short & long form formats as per platform)	In-stream, video feed, stories, reels, etc.	CPV			
	Carousel Ads/any other such	Facebook feed, Facebook stories	CPM			

	formats (Image/Video)					
X (Formerly Twitter)	Video Ad (Up to 2 min 20 secs or based on upper limit stipulated by the platform)	Advertisement as standalone or an advertisement with an App button, Conversation button, Website button, etc.	CPV			
	Image/Display/Banner/any other such similar Ad	Advertisement as standalone or an advertisement with an App button, Conversation button, Website button, etc.	CPM			
	Carousel Ads/any other such formats (Image/Video)	Carousels give marketers up to 6 horizontally swipeable images or videos to showcase multiple products or promotions, advance a narrative across several visuals, and highlight the most exciting features of a product.	CPM			
	Promoted Tweet (Text Ads)	280 characters	CPM			
Instagram	Image/Display/Banner/any other such similar Ad	Profile Feed, Instagram Feed, Stories, Reels, Explore	CPM			
	Videos (Short & long form formats as per platform)	Profile Feed, Instagram Feed, Stories, Reels, Explore	CPV			
	Carousel Ads/any other such formats (Image/Video)	Profile Feed, Instagram Feed	CPM			

**PI: Pan India Rate; ST: State Specific Rate; CY: City Specific Rate (all rates inclusive of all demographic and other targeting filters available on the platform)*

Note: Pan India rate would be considered if release order is issued for execution of a campaign in more than 5 States. State Specific rate would be considered when release order is issued for execution of a campaign in less than or equal to 5 states. City Specific Rate would be considered when release order is issued for execution of a campaign exclusively for single or group of cities.

- VI. Agency shall advise CBC/Client, various spaces/inventories in different social media platforms and as per nature of campaign allowing it to maximise the engagement of the advertisements/content.
- VII. Post completion of the advertisement campaign the agency shall submit to CBC a detailed execution report with the documentary proof of success along with original invoices from the media platform.
- VIII. Analytics Reports shall play a crucial role to ensure the success of the aforementioned scope of work and to ensure the desired effect of the communication is achieved. As per the requirements of CBC the agency shall be required to provide dedicated personnel and software for achieving the following under the reports and analysis part:
 - 1. **Dashboard:** Agency to have a single dashboard/platform for Listening, Aggregation, Analytics & Reporting on the progress/implementation of the campaign and shall give access to CBC/Client whenever required.
 - 2. **Reports:** Agency shall submit a daily campaign monitoring report to CBC and the final comprehensive report within 3 days from the end of the campaign. The report shall include the following at the least: reach, impact/outcome analysis of the campaign, social media handles/channels used, sentiment analysis and their unique reach state-wise, language-wise etc. and other parameters technically feasible based on campaign needs.

1.2. Scope of work: Engagement with specific social media handles/channels (Part-2)

- I. Understanding the Campaign Brief, Target Audience & Markets as well as the timelines for deliverables.
Under this scope the media agency is required to identify various social media channels/ handles which are suitable to disseminate information based on specific demands / needs/ themes of the campaign on platforms like Facebook, Instagram, X (formerly Twitter) and YouTube etc.
- II. Preparing a detailed campaign plan, execution strategy and means of promotion using social media channels/handles including the following but not limited to:
 - 1. Selection criteria for the channels/handles in accordance with the requirement of CBC. Criteria must include qualitative & quantitative parameters to assess relevancy of channels/handles to reach target market and audience. The requirements will be communicated to CBC/Client according to the campaign specific needs on case-to-case basis.
 - 2. Social Media Platforms to be used for the Campaign are Facebook, Instagram, YouTube, X (formerly Twitter) etc.
 - 3. Identification of channels/handles who will be responsible for Content Creation/Production of video clips, mentions, amalgamation/integration of scheme video in creator's content discussions, etc. in local language/dialect and/or keeping in mind the requirement of campaign which is accepted in the region.
 - 4. Monitor channels/handles for content amplification with marketing management tools to ensure that execution timelines and targets at the agreed budget estimations are met.
 - 5. Manage Coordination between CBC and channels/handles for content creation and execution as per campaign requirements & ensuring that content is not deleted before the agreed duration. Content shall be hosted on the primary platform and all the other platforms (Facebook, Instagram, X, YouTube) where the social media handle/channel has an online presence. Generally, all posts/uploads done by social media handles/channels would be kept for perpetuity unless specified otherwise.

- III. Agency to identify the right mix of channels/handles of Pan India & state/region-specific (State wise Local channels/handles).
- IV. Agency is required to keep a tie-up with wide sections of channel/handles engaged in content creation across the country in various genres so that campaigns are more effective and endeavour to keep on updating the list.
- V. **The categorisation of social media handles/channels shall be as under:**

Table 4

Category	Classification & Explanation (based on Primary Platform)
A	Handles/Channels with more than 5M Subscribers/Followers
B	Handles/Channels with 1M – 5M Subscribers/Followers
C	Handles/Channels with 750K – 1M Subscribers/Followers
D	Handles/Channels with 250K – 750K Subscribers/Followers
E	Handles/Channels with Minimum 50K to 250K Subscribers/Followers
F	Handles/Channels with Minimum 10K to 50K Subscribers/Followers

Note: 1M subscriber/follower means One million subscriber/followers and 1K subscriber/follower means One thousand subscriber/followers

- VI. **The deliverables of the social media agency for engaging specific social media handles/channels shall be as under:**

- (a) **Commissioned Content (Video):** For production of Commissioned Content appropriate brief /outlines of the needed content would be supplied by CBC/Client Ministry. Content must be vetted and approved by CBC/Client Ministry before upload/posting. Content shall be hosted on the primary platform and all the other platforms (Facebook, Instagram, X, YouTube) where the social media handle/channel has an online presence. The content will remain posted on the handle/channel in perpetuity except specified otherwise. The rate quoted must be platform agnostic and exclusive of GST.

Table 5

S No.	Category	Short Form Videos up to 90 seconds# (in INR)		More than 90 Secs to 15 mins (in INR)			More than 15 mins to 30 mins (in INR)			
		All rates should be exclusive of GST but inclusive of all other charges								
		Video	FP*	Video	CH/PC*	FP*	Video	CH/PC*	FP*	
1	A									
2	B									
3	C									
4	D									
5	E									
6	F									

*CH means chat shows and FP means Field Production. Please refer to the definitions page of this RFP

Note: It includes all placement types as defined in Table 3. Any video of more than 30 mins will be charged on pro-rata basis.

- (b) **In-content Integration (Mentions):** The mentions will be in the content creators own unique way about the scheme/social message as per the broad outline of the scheme as part of creator's video on the channel/handle/creator's video. It must be incorporated in the first 50% of the video duration of the creator, with a minimum message duration of at least 10-15 seconds. Content shall be hosted on the primary platform and all the other platforms (Facebook, Instagram, X, YouTube) where the social media handle/channel has an online presence. The content has to be retained in the creator's video for a minimum of two months unless specified otherwise. The rate quoted must be platform agnostic and exclusive of GST.

Table 6

S No.	Category	Rates per mention (In INR) Exclusive of GST but inclusive of all the other charges
1	A	
2	B	
3	C	
4	D	
5	E	
6	F	

- (c) **In-content Integration of short video provided by client :** The Client Ministry/CBC produces various short videos (up to 30 seconds) on social welfare/development initiatives of Government. Such short videos must be incorporated in the first 50% of the channel/handle/creator's original video. The agency must ensure that the client's content/short video is retained by the handle/channel/creator's video for a period of 30 days in Facebook, Instagram, X, and YouTube platform. Content shall be hosted on the primary platform and all the other platforms (Facebook, Instagram, X, YouTube) where the social media handle/channel has an online presence. The rate quoted must be platform agnostic and exclusive of GST.

Table 7

S No.	Category	Rate for in-content integration of short video provided by client in the channel/handle/creator's original video per post (in INR) Exclusive of GST but inclusive of all the other charges
1	A	
2	B	
3	C	
4	D	
5	E	
6	F	

* Any video which is more than 30 secs can be charged on pro-rata basis.

- (d) **Posting Client Content on Social Media Handles/Channels:** In order to amplify Government's message, CBC/Client may require posting of any message in the form of an

image file or a GIF or a carousel, or a video of any duration on channel/handle. The agency must ensure the availability of the post on the social media channel/handle for a minimum period of 30 days in case of Facebook, Instagram, X, and YouTube platform. Content shall be hosted on the primary platform and all the other platforms (Facebook, Instagram, X, YouTube) where the social media handle/channel has an online presence. The rate quoted must be platform agnostic and exclusive of GST.

Table 8

S No.	Category	Per Post (in INR) Exclusive of GST but inclusive of all the other charges
1	A	
2	B	
3	C	
4	D	
5	E	
6	F	

Note: The remuneration be payable to the channels/handles by the Agency only when the content is shared across all the platforms. Proof of the same shall be provided by the channel/handle/Agency to the CBC office.

- VII. The copyrights of all the commissioned content produced under part ii-para vi (a) of this part of RFP would rest with CBC and may be used by CBC as it deems appropriate for perpetuity.
- VIII. To ensure that the seamless management of channels/handles is achieved, the Agency shall allow CBC access to their monitoring tools/dashboard to analyse the progress/analytics of the campaign and verify the social media handles/channels credentials. CBC may cross verify at its discretion the credentials of media handles/channels, in case of discrepancy may take appropriate penalty would be imposed with the approval DG/PrDG, CBC.
- IX. Analytics Reports shall play a crucial role to ensure the success of the aforementioned scope of work and to ensure the desired effect of the communication is achieved. As per the requirements of CBC the agency shall be required to provide dedicated personnel and software for achieving the following under the reports and analysis part:
 - a) **Dashboard:** Agency to have a single dashboard/platform for Listening, Aggregation, Analytics & Reporting on the progress/implementation of the campaign.
 - b) **Reports:** Agency shall submit a daily campaign monitoring report to CBC and the final comprehensive report within 3 days from the end of the campaign. The report shall include the following at the least: reach, impact/outcome analysis of the campaign, social media handles/channels used, sentiment analysis and their unique reach state-wise, language-wise etc. and other parameters technically feasible based on campaign needs.
- X. Post completion of the advertisement/commissioning of content, agency will submit a detailed execution report with documentary proof of success along with the certification that in case of mention and in content integration, the same was done by the social media handle/channel in the first 50% of the channels/creator's video.

1.3 In case at any stage the social media platforms provide the services mentioned in this part of the RFP, such services would be taken directly from the social media platforms who enter into direct contract with CBC.

Part III – Standard Conditions of RFP

All the Terms and Conditions provided to the vendors at the time of their empanelment shall be valid and applicable. The details of the Terms and Conditions are available on CBC website.

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Contractor/Supplier in the contract) as selected by CBC. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved by bilateral discussions/arbitration. The standard clause of arbitration is given in **Annexure-IV**.
4. **Penalty for use of Undue influence:** The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of CBC or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or anyone employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offers by the agency or anyone employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle CBC to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of CBC or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of CBC or to any other person in a position to influence any officer/employee of CBC for showing any favour in relation to this or any other contract shall render the agency to such liability/penalty as CBC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the guarantee and refund the amounts paid by CBC.
5. **Agents/Agency Commission:** The agency confirms and declares to CBC that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or

firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. CBC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by CBC in terms of the contract along with interest at the rate of 2% per annum above 18% penal interest rate. The CBC will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of CBC that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of CBC shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of CBC, the agency shall not disclose the contract, or any provision of the contract or information related to services thereof to any third party.
8. **Penalty and Liquidated Damages:** In the event the agency fails to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC may, at its discretion, withhold any payment until the completion of the contract. The agency must ensure compliance with the given schedule and sampling framework, failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay. The assessment will be made as per given time schedule in the tender document/work order/Lol. Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the contract value. CBC will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited.
9. **Termination of Contract:** CBC shall have the right to terminate this Contract in part or in full in any of the following cases:
 - a. The delivery of the services are delayed for causes not attributed to Force Majeure for more than seven days after the scheduled date of deliverable fixed by CBC, on two occasions in a year.
 - b. The agency is declared bankrupt or becomes insolvent.
 - c. The provision of services is delayed due to causes of Force Majeure by more than 01 months.

- d. CBC has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. As per Para (8) and (9) of Part IV of RFP.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. Patents and other Intellectual Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor/agency shall indemnify CBC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor/agency shall be responsible for the completion of the services in satisfactory manner during the currency of the contract. The commissioned content shall remain the exclusive copyrighted property of CBC.

13. Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Statutory Duties & Taxes:

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CBC by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon CBC.
- c. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between CBC & successful agency / bidder. This is a binding agreement between CBC and Agency for specific contracts in which CBC

promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with CBC to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the CBC (Principal) and successful Bidder for this specific activity (the successful Bidder);
- b. An undertaking by the Principal (i.e. CBC) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
- e. The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a successful Bidding agency will be made "in the name for and on behalf of the company's Chief Executive Officer". The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i) Denial or loss of contracts;
 - ii) Forfeiture of the bid security and performance bond;
 - iii) Liability for damages to the principal (i.e. CBC) and the competing Bidders; and
 - iv) Debarment of the violator by the Principal (i.e. CBC) for an appropriate period of time.
- g. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company).

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. the Agency in the contract) as selected by CBC. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** Selected agencies shall have to deposit Performance Security for an amount of Rs Ten Lakhs (₹ 10,00,000) at the time of signing the contract. The selected bidder shall at his own expense deposit the Performance Security (Annexure-V) with CBC, within fourteen (14) working days of the date of issuing notice of award of the contract or prior to signing of the contract whichever is earlier. The performance security may be discharged/returned by CBC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations on the part of the successful bidders.
2. **Option clause:** The contract will have an Option Clause, wherein CBC/Ministry / Department concerned can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC/ Ministries/ Departments to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein CBC can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms& conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CBC to place the Repeat Order or not.
4. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.
5. **Paying Authority:** The payment would be made by CBC/Ministry/Department concerned on submission of following documents:
 - a. Ink signed copy of the Agency's bills and copy of social media platform's invoices wherever applicable.
 - b. Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract).
 - c. Giving Access/Sharing of the agency's dashboard with CBC
 - d. Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - e. Any other document /certificate that may be provided for in the Job Order / Contract.
 - f. Copy of PBG.
6. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:
 - a. The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any

persons/organization including CBC or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.

- b. If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including CBC or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- c. The Agency shall furnish the following certificate to CBC along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including CBC or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.”

7. Risk & Expense clause:

- a. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, CBC shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b. Should the services thereof not perform in accordance with the specifications/parameters provided by CBC during the check proof tests to be done by CBC, CBC shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a contractual breach that was not remedied within 07 days, CBC shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.
- d. Any excess of the services price cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by CBC.

8. Force Majeure Clause:

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of

services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- a. The agency shall provide the required services as and when demanded by the CBC. The personnel engaged for the services in the CBC shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the CBC. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the CBC offices wherever located in the areas of New Delhi/Delhi and back.
- b. The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the CBC shall not be responsible for any such liability. The Agency shall undertake to indemnify the CBC for any liability under any law arising out providing the services as per the contract.
- c. During the subsistence of the contract, the CBC shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the CBC has to bear such liabilities on unforeseen circumstances/occasions, the CBC will recover such amount from the Agency by adjusting the amount payable to them.
- d. The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract.

- e. If the Agency fails to provide satisfactory performance, the CBC shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor etc. The CBC reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.
- f. In case, CBC, based on needs of the campaign desires to discover rates for any other digital advertisement properties/platforms related works while the panel is force, the price would be discovered through a limited tender/bidding only amongst the agencies on the panel.

10. Indemnity:

- a. **Mutual Indemnification** - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.
 - b. **Intellectual Property Indemnities** - Bidder shall defend and indemnify CBC from and against any suit, proceeding, or assertion of a third party against CBC based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard CBC operations and protect CBC against any penalty and / or liability arising out of such claim.
11. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CBC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
12. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

13. Amendment of Bidding Documents (Corrigendum)

- a. At any time prior to the deadline for submission of bids, CBC may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids CBC, at its discretion, may extend the deadline for the submission of bids.
14. CBC may expand the services/advertisement types/social media platforms defined in the RFP and discover L-1 rates through limited tender/bidding from amongst the empaneled agencies under this

RFP separately in Category-1 and Category-II. These rates shall be in force during the validity of the RFP i.e., two years and may be extendable for an additional one year with approval of Pr. DG, CBC/DG: CBC. If during the said limited bidding process L1 refuses to accept the rate, a fresh re-bidding will be done with the empanelled agencies excluding such defaulting L1 agency.

15. For smooth coordination, the agency shall appoint at least 02 professional manpower with relevant experience as nodal contact points in Delhi to closely coordinate with CBC as and when such directions are issued by CBC.

16. Confidentiality Clause

- a. The agencies/service providers shall maintain the highest level of secrecy, confidentiality and privacy with regard to highly confidential public records.
- b. Additionally, the agencies/service providers shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- c. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. information already available in the public domain;
 - ii. information which has been developed independently by the Implementation Agency;
 - iii. the information which has been received from a third party who had the right to disclose the aforesaid information;
 - iv. Information which has been disclosed to the public pursuant to a court order.

17. **Compliance with Laws/Rules/Regulations etc:** All agencies empanelled with CBC under this RFP should ensure that all digital media handles/channels that work with CBC through them (agencies) are in compliance with the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements 2022, relevant provisions of the Consumer Protection Act 2019 and other laws, guidelines or regulations as may be applicable, or in force or would be brought into force in India by appropriate authority from time to time.

18. **Processing Fee:** All applicants must deposit a non-refundable processing fee of Rs. 10,000 (Ten Thousand Rupees) through Demand Draft in favour of 'PAO (CBC etc.)' payable in New Delhi along with the technical bids.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The selection of agency will be done through a two-bid system i.e. ‘Technical’ and ‘Financial’. **All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in CBC.** During evaluation of Proposals, CBC, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

a) **Preliminary Scrutiny:** Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.

b) **Technical Evaluation:** Technical Bids would be opened only for those agencies, who are qualified and short-listed based on the documents submitted/presentation. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for technical evaluation will be as following:

Table 9

Sr. No	Parameter	Maximum Score	Supporting Document
1.	<p>Average Annual Turnover in digital advertising during the last three financial years 2020-21, 2021-22 & 2022-23).</p> <p>Category I: Rs. 100 Crore to 500 Crore - 14 marks Above 500 Crore – 20 marks</p> <p>Category II: Rs. 20 Crore – 30 Crore – 14 marks Above 30 Crore and below 100 crore – 20 marks</p>	20	A certificate duly certified by the statutory auditor / Chartered Account of the Agency mentioning the average annual turnover in digital advertising only for last three audited financial years along with the audited balance sheets.
2.	<p>Work Experience of marketing with social media channel/handles:</p> <p>For Category I: Each project Work Order Value of above 1 crore in digital advertising</p> <p>i. 3 Projects- 21 Marks ii. 4 to 6 Projects – 25 Marks iii. 7 or more Projects- 30 Marks</p> <p>For Category II: Each project Work Order Value of above 25 lakhs</p> <p>i. 3 Projects- 21 Marks ii. 4 to 6 Projects – 25 Marks iii. 7 or more Projects- 30 Marks</p>	30	Related work orders/completion certificate of executed social media campaigns also involving Channels/handles on different social media platforms by clients.

Sr. No	Parameter	Maximum Score	Supporting Document
3.	<p>A detailed PPT presentation to be made, and also be submitted with the tender document. The presentation should cover the following.</p> <p>i. Agency's Profile, Past Experiences, List of Top Clients – 10 Points</p> <p>ii. Team members with experience, List of channels/handles in various categories, social media channels/handles in various sectors like, lifestyle, travel, food, entertainment – 10 Points</p> <p>iii. Previous Campaigns executed with social media channels/handles by the bidder, Outcomes of the Campaigns & Learnings from such campaigns - 20 Points</p> <p>iv. Agency's Dashboard for monitoring and its features – 10 Points</p>	50	Technical Presentation to be made before the committee (To be submitted also online with the tender document)
TOTAL		100	

- c) **Technically qualified Respondents: All Agencies securing more than 70 % marks in Technical Evaluation will be shortlisted by CBC.** Financial Bids will be considered only of those respondents who secure a qualifying Technical Score of 70%.
- d) **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes) for each of the jobs listed and, in the format, given in this RFP. Financial Proposal should quote one final price (excluding GST) for identified duration in a separate envelope. Financial Proposals will be opened in the presence of the respondents who choose to be present. All concerned will be informed individually.
- e) Lowest rate will be arrived at for each of the identified deliverables, from the financial proposals submitted by technically qualified Agencies. An L-1 rate matrix on all the deliverables (Paid Advertisement, Commissioned Content, in-content integration –mentions, in-content integration of short video provided by the client and posting of content on social media channel/handle as mentioned in Part II - Clause 1.1 and 1.2) shall be drawn. A Rate contract will be formed with all technically qualified Agencies, subject to acceptance of the lowest rate matrix so arrived at for each of the identified deliverable as aforementioned. The job will be awarded based on rate contracts so executed, to such Agencies (who have accepted the rate contract) depending upon the campaign requirements.
- f) The decision of the committee formed by CBC will be final and binding. CBC reserves the right to accept or reject a proposal without assigning any reason thereof.
- g) The Bidders are required to spell out the rates of GST in an unambiguous term. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the

documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

- h) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- i) The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification to empanelled agencies. CBC also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.

2. **Award of Contract:** After final evaluation of the technical & financial proposal, CBC will notify the agencies in writing that their Proposal has been accepted and rate contract will be signed on acceptance of the L1 rate by the Agency. CBC may award any job to selected agencies on the rotational basis or based on the requirements of campaign and the client ministry. The selected agency will be awarded the job on the basis of acceptance of the job on the arrived L1 rate matrix. This is an empanelment only. Empanelment doesn't entitle any legal right to work. Award of advertisements to entities is at the discretion of CBC based on the nature of the campaign, needs and other exigencies.
3. **Financial / Price Bid Format:** The Financial / Price Bid format is given in Annexure II and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure. The financial bid duly filled in Microsoft Excel must also be submitted duly sealed in CD format & in the financial bid envelope.

Annexure - I
(Proforma for submission of Technical Bid)

Invitation of Bids for Empanelment of Media Agencies for Engagement on Social media platforms/channels/handles

The following format is to be filled accurately and placed at the RFP of "Technical Bid" and along with supported documents in chronological order:

Applying under which category (Category I / Category II)	
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1. Name of Agency:

2. Contact Details:

Head Office	
Address	
E-mail	
Mobile No.	
Landline No.	

Documents to be submitted:

- a) Notarized copy of legal procession & premises (such as ownership deed, rent agreement, electricity bills etc.)

Branch Office (if any)	
Address	
E-mail	
Mobile No.	
Landline No.	

- b) Authorised representative:

Contact Person	
Address	
E-mail	
Mobile No.	
Landline No.	

3. Details of GST

- GST No:
- PAN:

Documents to be attached:

- 1.3.1.1 Notarized copy of registration of GST, TAN and PAN.

4. Legal Status of Company/firm/LLP etc.

Documents to be attached:

- a) Notarized copy of MCA Incorporation Certificate in case of company/legal document of the firm/LLP, Details of Owner (Proprietor/Partner/Directors) of company/Notarized copy of partnership deed in case of Partnership firm/LLP

5. Turnover Details:

Sl. No	Financial Year	Total Turnover of the Company/Firm/LLP	Total turnover in digital advertising of Company/Firm/LLP
	2022-23		
	2021-22		
	2020-21		

Documents to be attached:

- a) A certificate duly certified by the statutory auditor.
- b) Chartered Account of the bidder mentioning the average annual turnover for last three audited financial years (total as well as for digital advertising separately) along with the audited balance sheets

6. Experience

(A) Details of Successfully Completed Projects

S No	Financial Year	Work Order Number	Date of work order	Department / Ministry / Client	Amount as per work order, agreement, or completion certificate	Work Completion Date	Invoice Number
Total							

Documents to be attached:

- a) Completion certificate / Certificate from the Client for all the projects
- b) Work Order of all the listed projects done for the Client for social media marketing campaigns involving channels/handles

- c) The invoice must contain GST No. GST statement R1 against all invoices.
- d) Self-attested copies of work order & invoice for the same.

7. Contracts with social media channels/handles

Documents to be attached:

- Duly Notarized documentary evidence giving list of genre-wise, state-wise, category-wise social media handles/channels with whom the agency has a working relationship/contract.

8. Blacklisting

Documents to be attached:

- Self-Declaration

9. Submit an affidavit on stamp paper stating on oath that the details submitted by you on Performa are true and correct.

10. Any other relevant information

	Details
GST Exemption (if any)	
GST Applicable	

List of documents attached in chronological order

S..No.	Name & required Document	Quantity	Remark
Total			

(Signature)

Name & Designation of Authorised Signatory

Seal of the Organisation

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc.) to certify and undertake that the all the information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the Central Bureau of Communication in future.

1. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
2. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the bids.
3. I am the authorised signatory on behalf of the company/firm/LLP

Date:

(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION

Annexure II
(Proforma for submission of Financial Proposal/Bid)

RFP Number _____ dated _____

(To be submitted on only on Company's/ Agency's Letter Pad stamped and signed each page by authorized signatory of the company/agency. The Per Unit Rate column should be filled by the Agency as per the Proforma attached, else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected.)

Please mention the Category under which you are applying (Category I / Category II)	
--	--

Impression Based Advertisement Placement:

Platform	Ad Type	Placement/Description	Metric <i>(Refer to Definitions)</i>	Rates (In INR) Exclusive of GST but inclusive of all the other charges		
				Pan India (PI)*	State-Specific (ST)*	City-specific (CY)*
Facebook	Image/Display/Banner/any other such similar Ad	Feed, Stories, Messenger stories, posts	CPM			
	Videos (Short & long form formats as per platform)	In-stream, video feed, stories, reels, etc.	CPV			
	Carousel Ads/any other such formats (Image/Video)	Facebook feed, Facebook stories	CPM			
X (Formerly Twitter)	Video Ad (Up to 2 min 20 secs or based on upper limit stipulated by the platform)	Advertisement as standalone or an advertisement with an App button, Conversation button, Website button, etc.	CPV			
	Image/Display/Banner/any other such similar Ad	Advertisement as standalone or an advertisement with an App button, Conversation button, Website button, etc.	CPM			
	Carousel Ads/any other such	Carousels give marketers up to 6 horizontally swipe	CPM			

	formats (Image/Video)	able images or videos to showcase multiple products or promotions, advance a narrative across several visuals, and highlight the most exciting features of a product.				
	Promoted Tweet (Text Ads)	280 characters	CPM			
Instagram	Image/Display/Banner/any other such similar Ad	Profile Feed, Instagram Feed, Stories, Reels, Explore	CPM			
	Videos (Short & long form formats as per platform)	Profile Feed, Instagram Feed, Stories, Reels, Explore	CPV			
	Carousel Ads/any other such formats (Image/Video)	Profile Feed, Instagram Feed	CPM			

***PI:** Pan India Rate; **ST:** State Specific Rate; **CY:** City Specific Rate (all rates inclusive of demographic targeting filters)

Note: Pan India rate would be considered if release order is issued for execution of a campaign in more than 5 States. State Specific rate would be considered when release order is issued for execution of a campaign in less than or equal to 5 states. City Specific Rate would be considered when release order is issued for execution of a campaign exclusively for single or group of cities only.

Commissioned Content:

S No.	Category	Short Form Videos up to 90 seconds# (in INR)		More than 90 Secs to 15 mins (in INR)			More than 15 mins to 30 mins (in INR)			
		All rates should be exclusive of GST but inclusive of all other charges								
		Video	FP*	Video	CH/PC*	FP*	Video	CH/PC*	FP*	
1	A									
2	B									
3	C									
4	D									
5	E									
6	F									

** CH means chat shows and FP means Field Production. Please refer to the definitions page of this RFP for details.*

Note: It includes all placement types as defined in Table 3. Any video of more than 30 mins will be charged on pro-rata basis.

In-content Integration (Mentions):

S No.	Category	Rates per mention (In INR) Exclusive of GST but inclusive of all the other charges
1	A	
2	B	
3	C	
4	D	
5	E	
6	F	

In-content integration of short videos (up to 30 secs) provided by the client:

S No.	Category	Rate for in-content integration of short video provided by client in the channel/handle/creator's original video per post (in INR) Exclusive of GST but inclusive of all the other charges
1	A	
2	B	
3	C	
4	D	
5	E	
6	F	

Posting Client Content on Social Media Handles/Channels:

S No.	Category	Per Post (in INR) Exclusive of GST but inclusive of all the other charges
1	A	
2	B	
3	C	
4	D	
5	E	
6	F	

Terms & Conditions: -

1. The agency should note that the above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.
2. NIL Value quoted against any value above shall lead to rejection of bid.
3. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc.) to certify and undertake that the all the information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. I understand that in case any deviation is found

in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the Central Bureau of Communication in future.

1. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
2. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the bids.

Date:

(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION

Annexure-III

EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of

(hereinafter called the "Bid") against the customer's request for proposal No.....

KNOW ALL MEN by these presents that WE..... of.....having our registered office at..... are bound unto.....(hereinafter called the "Customer") in the sum of.....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch)

Annexure-IV

Format of Arbitration Clause – Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Delhi International Arbitration Centre for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Annexure-V

Performance Bank Guarantee Format

From:

Bank _____

To

The President of India through Central Bureau of Communication, Ministry of Information & Broadcasting Government of India New Delhi.

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
"Contractor/Supplier" for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the..... Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees.....only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 26 months from the effective date of contract according to the contractual obligations under the said contract and for 38 months, if the contract is extended for third year.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....
