

**REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF
SOCIAL MEDIA MANAGEMENT AGENCY**

**FOR
MANAGING THE SOCIAL MEDIA PLATFORMS AND POLLUTION
RELATED COMPLAINTS FOR CENTRAL POLLUTION CONTROL BOARD**



**Central Pollution Control Board,
Ministry of Environment, Forest & Climate Change**
Parivesh Bhawan, East Arjun Nagar, Delhi-110032
Website: <https://www.cpcb.nic.in>

Date: 11-02-2021

Version 3.0

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Central Pollution Control Board
Ministry of Environment, Forest & Climate Change
Parivesh Bhawan, East Arjun Nagar, Delhi-110032

Dated: 11.02.2021

NOTICE INVITING TENDER

Central Pollution Control Board, an autonomous statutory institution under Ministry of Environment, Forest and Climate Change desires to engage a professional agency as a “Social Media Management Agency” for managing the social media platform for dissemination of information, creating awareness about functions of Central Pollution Control Board and for management of pollution related complaints.

Interested bidder is required to submit Rs.1,00,000/- (Rupees one lakh only) as Earnest Money Deposit (EMD) in the form of FDR/Bank Guarantee in favor of Central Pollution Control Board from an Indian Commercial Bank only, valid above 45 days from the validity period of the tender. The last date of submission of Technical & Financial Bids, complete in all respects, Section- I, Schedule & Critical dates of is as per tender document.

Complete details regarding scope of work, eligibility conditions, evaluation process, format for submission of technical and financial bids etc. mentioned in the Request For Proposal (RFP) can be downloaded from the Central Public Procurement Portal (<https://eprocure.gov.in>), and the bids/ proposals have to be submitted online on this portal only.

-sd-
Divisional Head
IT Division
Central Pollution Control Board

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Section I: General Conditions of Contract

INTRODUCTION

Central Pollution Control Board, an institution under Ministry of Environment, Forest and Climate Change, desires to engage a professional agency as a “Social Media Management Agency” (hereinafter referred as Agency) for management of public complaints on social media and other platforms, dissemination of information on pollution related issues, creating awareness on functions, schemes and activities of CPCB. In this context, professional Agencies are invited through this RFP. Scope of work for project is specified in Section II.

The agency having in-house content development facility and professionals having requisite experience is invited. Details of requirements of deployment of skilled manpower, use of management tools, developing creative content, etc. are given in the document. The data generated through day to day activities has to be stored/archived its management is the responsibility of the firm for which the firm has to maintain the backup, storage and recovery mechanism. Agency will be responsible for image lifting of CPCB, handling of complaints management as per Hon’ble Supreme Court directions and for related activities in the project assigned by CPCB Management during project duration.

1. SCHEDULE AND CRITICAL DATES

1.1.1 Tentative schedule and critical dates for tender process are below:

S. No.	Event	Date
1.	Uploading of RFP in Central e-Procurement Portal (https://eprocure.gov.in/eprocure/app)	11-02-2021 at 16:00 hrs
2.	Last date for submission of queries(via email) for pre bid meeting	16-02-2021 at 18:00 hrs
3.	Pre Bid Meeting through VC*	17-02-2021 at 12:00 hrs
4.	Start date of Bid-submission	22-02-2021 at 10:00 hrs.
5.	Last date of Bid submission	04-03-2021 at 15:00 hrs.
6.	Opening of Technical Bids through VC*	05-03-2021 at 15:00 hrs.

*Meeting will be conducted through Video Conferencing only.

Note:- Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time for which information will be provided.

1.1.2 Bidders are required to upload their Technical and Financial Bids on Central Public Procurement Portal. Bidder shall be responsible for registering their company at Central Public Procurement Portal.

1.1.3 CPCB reserves the right to amend the RFP, tentative schedule and critical dates etc. It is the sole responsibility of prospective bidders to go through Central Public Procurement Portal from time to time for any updated information.

1.1 PROCEDURE, TERMS AND CONDITIONS

1.1.1 The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.

1.1.2 It is the responsibility of the Bidder to ensure that the bids are uploaded in time on Central Public Procurement Portal www.eprocure.gov.in on or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the Central Public Procurement Portal. Registered MSMEs are exempted from payment of EMD.

1.1.3 All bids must remain valid for 180 days from the last date of submission of bids.

1.1.4 CPCB reserves the right to solicit additional information from bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

1.1.5 CPCB reserves the right to accept the whole, or part, or reject any or all bids without assigning any reasons and to select the bidder(s) which, in the sole opinion, best meets the interest of the CPCB.

1.1.6 CPCB also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the Government.

1.1.7 CPCB reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by

Government investigating Agency/Vigilance Cell.

- 1.1.8 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agency.
- 1.1.9 The Agency selected is not supposed to use its name, logo or any other information/ publicity on content published on social media platforms of CPCB.
- 1.1.10 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- 1.1.11 The Agency must be vigilant on content being posted on social media platforms and follow due diligence.
- 1.1.12 All material, art work used in management of social media will be property of the CPCB. Content shared online must be copyright protected.
- 1.1.13 All creative content - physical as well as digital - will be property of CPCB and its Intellectual Property Rights (IPR) will vest with CPCB.
- 1.1.14 The timeline/ schedule of deliverables will be decided as and when the requirement / task activities arise. Bidder should complete the job/activities as and when asked by CPCB.

1.2 ELIGIBILITY CONDITIONS

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions.

S. No	Criteria	Documentary Evidence
1	The agency should be registered with the Registrar of Companies and should hold valid PAN, GST Registration	• Certification of Incorporation/ Registration. • PAN Card.

		• GST Registration Certificate.
2	The agency should have a minimum experience of continuous five years from 2015-20 in the field of Social Media Management.	• Work Order and Work Completion Certificate by the client. Submission of the certificates in the proposal for all five years is required to count the experience.
3	The agency should have worked with at least two Ministries/Departments/PSUs/Autonomous Bodies of Govt. of India or State Governments for at least six months for each such organization.	• Work Order and Work Completion Certificate by the client. Less than six months experience will not be counted.
4	The annual turnover of the agency should be at least two crore during each of the last five financial years , i.e. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20.	• Audited balance sheet for last five financial years, certified by the Auditor.
5	The firm should have done similar work costing at least 16 lakhs in last five years.	• Work Order and Work Completion Certificate by the client.
6	Agency should have at least 15 (fifteen) regular employees on its pay roll, engaged in activities related to social media management.	• Self Certification.
7	The agency should not be blacklisted by any Ministry/Department/PSU/Autonomous Body of Govt. of India or State Governments.	• Self Certification stating that the firm has not been blacklisted during last five years in any of the Ministry/Department/PSU/Autonomous Body of Govt. of India or State Governments due to any reason.
8	Should have a local office in Delhi/NCR region	• Documentary evidence.

Proposals not complying the above eligibility conditions shall be summarily rejected.

1.3 COMMERCIAL CONDITIONS

Each bidder is required to fulfill the following terms and conditions:-

a) Earnest Money Deposit (Registered MSMEs Exempted)

- (i) Interested bidder is required to upload EMD details along with the bid.
- (ii) Technical Bid not accompanied with EMD shall be summarily rejected.

- (iii) No interest shall be payable by CPCB for the sum deposited as Earnest Money Deposit.
- (iv) The EMD of the unsuccessful bidders would be returned after finalization of the proposal received against this RFP. However, the EMD of the successful bidder may be adjusted against performance security. Each bidder shall provide their Bank A/c No. and IFSC code to facilitate transfer of EMD in case of their unsuccessful bid.

b) PERFORMANCE SECURITY

- (i) Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value in the form of Bank Guarantee(BG) from a scheduled commercial bank in favor of "Central Pollution Control Board" Delhi, within 10 days of issue of letter of intent to award the work/acceptance of proposal. Performance security shall remain valid for 60 days beyond the final date of contract validity.
- (ii) In case the contract being extended, the successful bidder will have to get the BG extended on same terms and conditions for the period of 60 days beyond the final date of the extended contract period, if any.
- (iii) Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

c) PERIOD OF CONTRACT

Initially for three years thereafter Yearly extension based on performance evaluation.

The contract will be initially for a period of three years, subject to yearly performance verification. If performance, is not found to be satisfactory, contract may be cancelled at any point of time, without assigning any reason thereof. After completion of Initial three years, extension is subject to performance evaluation.

d) PRICES

- i. The bidder is required to quote the total annual price for services as detailed in the scope of work/ deliverables under Section II of the RFP document. The total price quoted shall be inclusive of all applicable charges.
- ii. The agency has to ensure that the total price quoted are all inclusive including the

manpower deployment required for the project execution and continuous support during the entire contract period of three years.

- iii. No increase in the prices would be allowed during the contract period.

e) PAYMENT

- 1. The payment equivalent to 50% of annual contract cost will be released to the agency on six monthly basis on receipt of invoice in triplicate, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the CPCB. No advance payment will be made. All payments shall be made in Indian Rupees by online transaction.

f) PENALTY CLAUSE

- i. The detailed Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of CPCB.
- ii. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, CPCB may take a decision to cancel the contract with immediate effect.
- iii. Performance security of the agency may also be forfeited if the performance of the agency is not satisfactory. In case there is no running bill and there stand penalty etc., the same shall be deducted from PBG.
- iv. In case of late services / no services / in-complete service on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.
- v. If there is no running bill is pending the firm is liable to pay the penalty amount levied by CPCB on the firm as per penalty clauses of this document within 15 days time after the issue of the letter by CPCB to the firm, else the CPCB shall have the right to take legal action against the firm.

1.4 General Terms and conditions

1) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, CPCB may amend the tender document by issuing an addendum/corrigendum on Central Public Procurement Portal or by announcing it through its website. The addendum/corrigendum shall be binding on all the Agencies. To get amendment integrated into the proposal, if require, deadline for submission of bids may be extended.

2) CONFLICT OF INTEREST

- a. The Agency is required to provide professional, objective and impartial advice and at all times hold the CPCB's interests as paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- b. Without limitation on the generality of the foregoing, agency and any of its affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:
 - i. **Conflicting Activities:** An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
 - ii. **Conflicting Assignment/job:** An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.
 - iii. **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the CPCB staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to CPCB throughout the selection process and the execution of the Contract.
- c. The Agency has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of CPCB, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to CPCB, immediately. If the Agency fails to disclose such situations and if the CPCB comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

3. The contract may be terminated any time, if CPCB desires to do so without assigning any reason.
4. The contract can be renewed only upon written request by the firm to continue the contract on mutually agreed terms and conditions in future.
5. The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bidding document. Failure to furnish complete information required in the bid documents may result in the rejection of bid.
6. This call of tender does not bind the Central Pollution Control Board to place order. The Tenders submitted in response to this invitation can be rejected without assigning any reason.
7. The final authority for acceptance of a bid will rest with the Chairman, Central Pollution Control Board who does not bind himself to accept the lowest bid and is vested with the authority to reject any or all of the bids received without assigning any reason.
8. The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in that case such correction shall be initialed by the person or persons signing the bid.
9. Canvassing in any form will disqualify the Bid
10. Subletting of the work is not allowed without prior written permission from CPCB
11. Costs and Expenses – Any costs (and expenses) incurred by the bidder in responding to the tender document, Pre Bid engaging in any other activity required in connection to this bid are to be solely borne by the bidder; these will not be reimbursed by CPCB.
12. **Right to interview** – As a part of the evaluation process, CPCB may interview the bidders who participated in the Bid. The interviews may be conducted over telephone, video conference, or face to face. CPCB reserves the right to reject any bidder.
13. **Right to Share Proposal with designated personnel** – The response to the tender submitted by the authorised representative of the bidder, along with all the supporting documents / materials shall become the property of CPCB and shall not be returned to the Bidder. CPCB does not undertake to hold the content of the responses to this tender document and any subsequent information or contractual documents related thereto or submitted in this regard. Further, CPCB reserves the right to disclose any and all Bidder Information.
14. **Right of Refusal** - The bidder understands and agrees that CPCB reserves in its absolute discretion the right to select or reject any bidder any time during or after the tender process or any subsequent evaluation or contractual process. The bidder further understands and agrees that any such selection or rejection may be based on the bidder's responses to this Bid, or any subsequent information or contractual documents related thereto, or for any other reason whatsoever.
15. Bidder shall sign & submit integrity pact as per the format of 'Integrity pact' given at Annexure VII.

(ii) PREPARATION OF BID

All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal i.e. on www.eprocure.gov.in

i. Technical and Financial Bids

The technical bid should have the following:-

- Forwarding letter as per **Annexure-I** on the bidding organizations printed letterhead.
- The bidder shall submit all documents as prescribed in **Annexure-II** of the RFP document. All these documents should be properly referenced and numbered.
- Transaction details of submission of EMD should also be submitted along with the bid.
- Compliance and documentary proof of eligibility condition have to be provided as spelt out in clause 1.2 of **Section-I**. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
- Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as “not found”.
- A point to point compliance and self-declaration for acceptance of terms and conditions of tender document has to be submitted as per Annexure V of RFP.
- Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation has to be provided.
- Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of CPCB. In case the information submitted by the agency is found to be false and / or incorrect in any manner, the agency can be suspended and / or debarred.
- All pages of the document submitted should be signed.

(iii) The Financial bid must contain the following:

- a) Financial Bid is to be submitted in prescribed (as per **Annexure-III**) in pdf format.
- b) While submitting the Financial Proposal, the firm shall ensure the following:
 - i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, content development, printing of documents, etc.
 - ii. Total amount indicated in the Financial Proposal shall be without any condition

attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

- iii. The Financial Proposal shall take into account all expenses (showing tax liabilities separately). For the avoidance of doubt, it is clarified that all taxes shall be shown separately in the price shown under different items of the Financial Proposal.
- iv. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

1.6 SIGNING OF BID

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the Bidder or a person duly authorized to sign the Contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

1.7 METHOD OF EVALUATION AND AWARDS OF CONTRACT

- 1.7.1 Prior to evaluation of Proposals, CPCB will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) it is received in the specified format;
- b) it is received by the due date including any extension thereof;
- c) it contains all the information (complete in all respects) as requested in the RFP;
- d) it does not contain any condition or qualification;
- e) it has deposited Earnest Money Deposit (EMD)

CPCB reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by CPCB in respect of such Proposals.

1.7.2 Evaluation of bids

- a) Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

- b) From the time the bids are opened to the time the contract is awarded, the Agency should not contact the CPCB on any matter related to its Technical and/or Financial bid.
- c) Any effort by the Agency to influence CPCB in verification, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid.

1.7.3 Criteria for Evaluation of Technical bid:

Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in **Annexure-IV** of the RFP.

Only Agency obtaining a total score of 75 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Annexure IV, would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

Criteria for Evaluation of Financial bid: The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

- The lowest evaluated Financial bid (**Fm**) will be given the maximum financial score of 100 points. The financial scores (**F**) of the other Financial bids will be computed as per the formula for determining the financial scores given below:
 $F = 100 \times (Fm / Fb)$
Where,
Fb = Evaluated amount of financial quote by the particular bidder.
Fm = Lowest evaluated amount of financial quote by the bidder.

Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time, in the presence of representatives of bidders (through VC) who choose to attend. The name of the Agency, their technical score (if required), and their Financial bid shall be read aloud.

1.7.4 Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 80% on the basis of criteria for evaluation. The price bids of only those Agencies which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 20%. For working out the combined score, the CPCB will use the following formula:

Total points: (0.8 x Technical Score) + (0.2 x Financial Score)

The bids will be ranked in terms of total points scored. The bid with the highest total points (H1) will be considered for award of contract.

The Evaluation Committee will correct any computation errors, in case of discrepancy.

1.7.5 Negotiations:

Normally there will be no post tender opening negotiations and it would be only on exceptional circumstances, if considered necessary. This shall be held only with the Agency which is evaluated as H1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

1.8 COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

1.9 ARBITRATION

As per mentioned in **Annexure-VII**.

1.10 LABOUR LAWS AND SAFETY MEASURES

- a. Agency shall comply with all the provisions of labour law related legislation/acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.
- b. Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act to the professionals employed by the Agency. CPCB shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.
- c. Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during the period of contract period, it shall be sole responsibility of the agency and CPCB shall not be held

responsible for the same.

1.11 APPLICABLE LAW AND JURISDICTION

This RFP, including all matters connected with this RFP, shall be governed by Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

1.12 INSURANCE AND MEDICAL

- a) It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. CPCB shall not be responsible for any such damages.
- b) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Agency.

1.13 INDEMNIFICATION

- 1.12.1 Agency shall at times indemnify and keep CPCB indemnified against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.
- 1.12.2 Agency shall at all times indemnify and keep CPCB indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- 1.12.3 Agency shall at all times indemnify and keep CPCB indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- 1.12.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

1.13 FORCE MAJEURE

- a) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the party.
- b) The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil

riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.

- c) If deliveries are suspended by force majeure conditions lasting for more than 1 (one) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.14 FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, CPCB may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:-

- 1.14.1 Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Penalty Clause.
- 1.14.2 Cancel the contract or a portion thereof by serving prior notice of one month to the Agency.
- 1.14.3 CPCB may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the competent authority in CPCB or take any other action as deemed necessary.

1.15 AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

a. Bribery and corruption:

Agency are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

b. Integrity, indemnity & limitation:

Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the CPCB. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority in CPCB. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and CPCB or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by CPCB on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

1.16 Disclaimer

CPCB shall not be responsible for any late receipt for any reason whatsoever.

1.17 General Instructions:

- a) The instructions for online bid submission are at **Annexure –VI**. For any clarifications, IT Division of CPCB may be contacted over telephone no. 011 43102296 or over email to bvbabu.cpcb@nic.in.
- b) Bids once submitted cannot be amended.
- c) Any Bid which does not quote for all items will be considered to be non-responsive and shall be rejected.
- d) The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of CPCB.
- e) Technical bids and financial bids will be opened, in the presence of Bidders' representatives (through VC), who wish to be present.

SECTION II

SCOPE OF WORK / DELIVERABLES

INTRODUCTION

The professional agency engaged for the work shall manage the Social media accounts of CPCB like Twitter, FB, YouTube, Instagram etc. including e-mail and Sameer App, being used for public queries, attending complaints, dissemination of environmental information, creating awareness etc. about the functions, mandate of CPCB under Ministry of Environment, Forest and Climate Change.

CPCB manages public complaints through various channels like social media, emails, web portals, and Sameer App through which nearly 10,000 complaints are received every year. Through tools like Sameer App and social media accounts, these complaints are managed. Some of these are getting transferred automatically through the system and some are being forwarded manually to external agencies. Nearly 100 agencies are onboard with this platform for redressal of the complaints. The team managing in CPCB is responsible for ensuring timely transfer of the complaints, follow up with agencies, preparing reports, and updating the complainant about the action taken.

CPCB management is updated on daily basis with the progress of the work and delays etc. on continuous basis. The team engaged will be responsible for the entire activity at CPCB.

1.2 SCOPE OF WORK

1.2.1 Social Media

- (i) Creation and Maintenance of CPCB's Accounts/Handles/Channels/Pages on Twitter, Facebook, YouTube, Instagram and any other platform as per instructions.
- (ii) Handling public complaints through Sameer App of CPCB, taking follow up action on complaints, coordination with all external agencies, preparing reports, and providing status update to complainants.
- (iii) Provide new look to all CPCB's Social Media Platforms every fortnight by putting up new creatives in line with overall theme/strategy.
- (iv) Daily informative and promotional updates (minimum three creative content) in the form of relevant text, infographics, photos, audio, interactive content, interviews, news, online surveys, quizzes, contests and others on all the social media platforms.

- (v) Publicize the scientific and technical activities of CPCB on all social media platforms.
- (vi) Create relevant tagging & linkages of content on the all platforms.
- (vii) Public Complaints Management
 - Receive and maintain records of public complaints received through social media platforms, CPCB Portals/Apps, and official email accounts.
 - Use of appropriate tools for complaints management
 - Forwarding complaints to respective nodal agencies for redressal.
 - Track complaints and inform action taken to complainants from time to time
 - Prepare daily, weekly and monthly reports on complaints management in specified formats.
- (viii) Query Management, Media Tracking and Reporting
 - Receive, maintain records and forward comments/ queries /remarks /suggestions received through social media platforms, website and official E-Mails.
 - All the queries received on social media, website and E-mail platforms must be replied to and addressed within 24 working hours in consultation.
 - Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
 - Use a good industry standard monitoring tool (like Hootsuite, Buffer, Local Response, Brandwatch, 33Across or similar monitoring tool) for analyzing comments / remarks about CPCB in various online media like e-newspapers, e-magazines, blogs, social media platforms at national & international level.
 - The agency must submit fortnightly "Effectiveness Analysis Report" to CPCB on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of CPCB's on the Social Media Platforms and the results achieved.
 - The components of the report would include:
 - Social presence analysis
 - CPCB's social channel and traffic analysis
 - Follower growth
 - Comparative FB/Twitter Engagement Analysis
 - Content Analysis of the most engaging type of posts

- Social Page Analysis

- Buzz Report
 - Trend analysis of complaints / suggestions / quarries
 - Topic analysis
 - Source Analysis - local area / city / town / regional
 - Sentiment & Perception analysis
- Influencer Report
 - Influencers Identified
 - Influencers Score
 - Influencers Reached
 - Amplification by Influencers
- Providing feedback on best practices in countries across the world on effective use of social media as and when required by CPCB.

(ix) Online Social Media Campaigns

- Conceptualize, design and execute digital campaigns during the contract period. Digital campaigns have to be carried out on monthly basis.

(x) Key Influencer Program

- Conceptualizing, planning and executing a “Key Influencer Program” on all CPCB’s Social Media platforms. The Influencer program will aim at engaging top 10 influencers in the field of environmental science, engineering and management.

(xi) Social Media Monitoring Program

- Planning and executing a “Social Media Monitoring Program” on all CPCB’s Social Media platforms. The program will undertake monitoring across 150-200 keywords primarily in the markets of all over the world and will also create and manage a Monitoring platform which will be both predictive and reactive in approach. The key Languages to be monitored will be Hindi and English.

(xii) Miscellaneous work

- Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign.
- Ensure that the viewership and reach over social media site of the CPCB

increases substantially within a period of 12 months from the date of start of operation.

- To provide training on, skill up-gradation and capacity building of the officers of CPCB to handle social media sites through lecture, seminar, workshop, class room and online teaching etc.
- Any other works entrusted by CPCB for sensitizing the people through social media Platform.
- To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook, Instagram etc.) is smooth and uninterrupted.

Note: On-site deployment of three social media experts at the head office of CPCB. They would have the requisite skill sets (as mentioned in of Annexure II) to gather, collate, design, write contents and post contents on the social media websites under supervision of the CPCB. They would be on site during office hours but remain available 24x7.

1.2.2 Creative designing and repackaging:

- a. Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of CPCB /MoEF&CC schemes and programs and policies etc. The experts are also expected to create e-books, electronic version of other books and manage the graphic content of the Social media platform and CPCB website as and when required by CPCB.
- b. Repackaging of the content (videos and photographs) into suitable formats (video packages and others).
- c. Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, YouTube, Instagram etc.
- d. Creation of above media content to be done without any infringement of Intellectual Property Rights (IPR).

1.2.3 Popularize the uploaded content

- a. Agency would be responsible to popularize the CPCB's uploaded content as well as policies and initiatives of the Government, on social media platforms.

1.2.4 Communications and Media Outreach Strategy

- a. Design communications strategy plan that imparts awareness and education

towards citizens responsibilities, environmental regulations and environmental science, issues and challenges;

- b. Conceptualize and develop media and promotional strategy and suggest tools to execute the same
- c. Strengthen profile of CPCB in Social Media
- d. Popularize CPCB's key schemes involving public participation.

1.2.5 Storage of Content:

- a. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats.
- b. All the content should be archived and handed over on monthly basis.
- c. The Agency will submit the archived content to CPCB within specified time in an external hard disk.
- d. Creatives/Photos Bank- Creatives/Photos with cataloguing needs to be developed consisting of at least 500+ Creatives/Photos of high quality and high resolution aesthetic work of relevant activities and events of CPCB.

1.2.6 Pre and Post establishment support

- a. Taking over work from existing social media team of CPCB.
- b. Any kind of support with regard to smooth functioning of hardware equipment/ software development shall be provided by the firm. However, the desktops will be provided by the CPCB.
- c. The agency should provide technical support 24x7 for maintenance of CPCB's various Social Media Platforms through in-house staff.

1.2.7 Manpower Requirement

- a. The three social media experts should have the requisite qualifications & experience as mentioned in Annexure II and will be responsible for managing Social Media Platform/Accounts/web-based complaints/quarries of CPCB. In addition they would be responsible for creation of Graphic design, online design, and visualization of Social Media platform of CPCB.
- b. Services in between 8 AM to 10 PM must be available for CPCB, out of which three persons with above competency shall be stationed in CPCB during working hours.

- c. The onsite experts shall be backed by a team of content creators, designers, writers, social media coordinator, security specialists etc. at backend to perform the work specified in the Scope of Work.

1.28 Reporting

Daily, weekly, fortnightly, monthly, yearly reports of Social Media, Sameer APP, web portals and email public complaints have to be prepared by the team.

1.2.9 Data Security and Prevention of Fraud

The agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.

1.2.10. Key Deliverables

No.	Activity	Deliverables
1	Creative Content	Minimum three per day.
2	Comprehensive analytical report about user engagements, change in number of followers, type of engagements etc.	Monthly
3	Comprehensive report on activity carried out through social media accounts of CPCB	Fortnightly
4	Running media campaigns	As directed by CPCB
5	Comprehensive Report on Complaint Management	Daily
6	Report on performance of agencies in redressal of complaints	Weekly

Annexure-I

Covering Letter for Submission of Bid

To
Divisional Head IT Division
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Shahdara
Delhi-110032

Sir,

We are hereby submitting our bid, which includes Technical bid and financial bid. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely,
Authorized Signatory
[In full and attach authorization to represent the company]

Date:

(Seal)
Name and Title of Signatory Name of Firm Address

TECHNICAL BID FORMAT

S. No.	Particulars	Document	Page No. (in bid submitted)
1	Name of the Bidder (Agency)		
2	Whether brief profile of the agency is enclosed (Max 2-3 pages)		
3	Address of the Bidder (Agency)		
4	Year of establishment		
5	Type of Company (Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6	Name, designation and address of the officer to whom all references shall be made regarding this tender.		
7	Bidder should be registered in India (upload certificate in case of MSMEs registration)	Documentary proof	
8	Should have a local office in Delhi/NCR region	Documentary Proof	
9	Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit	
10	Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit	
11	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head	
12	Compliance with the Integrity Pact as specified in the bidding document Annexure VII.	Undertaking on letter head	

13	The turnover of the agency as per eligibility criteria.	Audited balance sheet for last five financial years, certified by the Auditor	
14	GST Registration Certificate	Copy	
15	PAN Registration	Copy	
16	Experience as per eligibility criteria.	Copies of the	
17	The agency must have an in- house production facility for production and editing of contents in all forms.	Undertaking on letter head	
18	The agency must have an in-house tools/applications/Software Development & management Team	Undertaking of in-house technical capability on letter head	
19	Agency supporting/ promoting any of the following content either in digital/physical format will be treated negative for business: A) Anti-national content. B) Pornographic & trafficking content C) Political association. D) Malicious content. E) Content hurting religious sentiments. F) Promoting piracy in any form.	Undertaking on letter head	
20	The agency must have expertise of running social media campaigns on Twitter, Facebook, YouTube, Instagram etc.	Self-certified copy of Images having run Social media campaigns	

21	The agency should deploy three social media experts daily in CPCB's office for management of social media platform (in English & Hindi) of CPCB and coordination purposes. i. Expert –I (Masters Degree in Branding & Digital Media (or equivalent), with two years experience with project, preferably on environment). ii. Expert – II (Masters Degree in Advertising & Marketing (or equivalent), with two years experience with project, preferably on environment). iii. Expert –III (Degree in Graphic & Communication Design (or equivalent), with two years experience as creative designer with project, preferably on environment). Only person whose resume is submitted must be deployed or the person with the similar qualification and experience shall be deployed during the project duration The firm has to ensure that all these experts have experience of content writing in Hindi and English languages.	Undertaking for Deployment of three no. Social media managers in the letter head also. Relevant Documents in Support of Qualification & experience. (Submit Resume of experts in the proposal)	
22	Agency should have at least 15 (fifteen) regular employees on its pay roll, engaged in activities related to social media management.	Undertaking	
23	The software/tools etc. used by the Agency should be original and not pirated.	Undertaking	

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Authorized Signature (in full and in initials)
Name and Address and Title of the Signatory

Date

FINANCIAL BID

To,
 The Divisional Head IT Division
 Central Pollution Control Board
 Parivesh Bhawan, East Arjun Nagar
 Shahdara, Delhi-110032

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for Work in Section – II as well as details defined in the tender document** is as mentioned below:-

Items No. 1

Description of Items	Per Year Price	Tax	Total price of three year [Price @per year x 3 + Tax per year X 3 = Total Price]
(A) Consolidated price for services as detailed under scope of work-deliverables in tender document including charges for deployment of three social media experts on full time basis with requisite qualifications & skill-set at Central Pollution Control Board (CPCB) for three years relating to Social Media.			

Item No. 2 : Printing posters on glossy paper (Kodak or equivalent) (200 GSM) in following sizes

Size	Rate	Quantity	Tax (in %)	Total Cost (Including Taxes)
18" x 24"		100		
24" x 36"		100		
27" x 40"		100		
Total Cost (Item No. 2)				

Item No. 3 : Short Films (Script + Development) of the following duration :

Duration	Rate	Quantity	Tax (in %)	Total Cost (including Taxes)
Less than sixty seconds.		5		
Less than three minutes.		5		
Less than fifteen minutes.		5		
Total Cost (Item No. 3)				

Item No. 4 : Animated Films (Script + Development)

Duration	Rate	Quantity	Tax (in %)	Total Cost (including Taxes)
Less than sixty seconds.		5		
Less than three minutes.		5		
Total Cost (Item No 4)				
Total Cost (Item 1 + Item 2 + Item 3 + Item 4) (will be considered for bid evaluation)				

Our bid shall be binding within the period of validity. We understand that CPCB can accept or reject any bid without assigning any reason thereof.

Date

Yours sincerely,
Authorized Signatory [In full and initials] Name and Title of Signatory
Name and address of the firm

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of parameters mentioned below:

S. No.	Criteria	Maximum Marks
1	Average turnover for last five years i.e. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 (minimum two (02) crore in each year) i. 2.0 - 2.5 crore : 5 marks ii. >2.5 - 4.0 crore : 10 marks iii. More than 4.0 crore : 15 marks	15
2	Total experience in social media management projects (experience below six months will not be counted) i. 5 years to 7 years : 5 marks ii. 7 Years to 9 Years : 7 marks iii. More than 9 Years : 10 marks	10
3	No of social media management projects completed (minimum countable project duration is six months) i. 20 to 25 projects : 5 marks ii. 26 to 30 projects : 10 marks iii. More than 30 projects : 15 marks	15
4	No of social media management projects completed in government agency such as Centre/State Govt /PSUs/Govt. Autonomous Bodies (minimum two) (minimum countable project duration is six months) i. 2 to 5 projects : 5 marks ii. 6 to 10 projects : 7 marks iii. More than 10 projects : 10 marks	10

5	Resume of on-site three experts: i. Expert –I (Masters Degree in Branding & Digital Media (or equivalent), with two years experience with project, preferably on environment) : 1 – 7.5 Marks ii. Expert – II (Masters Degree in Advertising & Marketing (or equivalent), with two years experience with project, preferably on environment) : 1 – 7.5 Marks iii. Expert –III (Degree in Graphic & Communication Design (or equivalent), with two years experience as creative designer with project, preferably on environment) : 1 - 10 Marks Only the person, whose resume is submitted must be deployed or the person with the similar qualification and experience shall be deployed during the project duration. The firm has to ensure that all these experts have experience of content writing in Hindi and English languages.	25
6	On the basis of presentation made by bidders before Evaluation committee i. Understanding scope of work - 10 marks ii. A creative team having expertise in Infographics and content writing – 10 Marks iii. A Social Media tool and plan for CPCB - 5 Marks	25
	Total	100

Note: Proposal obtaining a score of 75 or more marks will be declared as technically qualified proposal for opening of their financial bids.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: / / ____

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender /
Work: _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) Issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / Encode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents“ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format / pdf format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file/ pdf format, open

it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online,

without changing the filename. If the BoQ file / pdf format is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subject to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid opener

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details for the helpdesk is **0120-4001 002, 0120-4001 005, 0120-6277 787 / support-eproc(at)nic(dot)in.**

Agreement

Agreement below is to be submitted by the Consultant after issue of letter of Intent by CPCB within stipulated time.

AGREEMENT

An agreement is made on the _____ day of _____ 2021 between Central Pollution Control Board, 'Parivesh Bhawan', East Arjun Nagar, CBD-cum-Office Complex, Delhi-32 (herein referred to as the 'Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee) of the other part.

WHEREAS the party of the first part is a statutory body, created and established under an act of the parliament known as Water (Prevention & control of pollution) Act, 1974 and the rule framed thereunder. Member Secretary of the Board is authorized person to sign the agreement on behalf of the Board.

AND WHEREAS the main objective of the board is to control the pollution of water and air at the same time take such measures as may be necessary to prevent pollution of water and air. One of the functions of the Board is to Plan and execute a nation-wide program for the prevention, control or abatement of water and air pollution.

AND WHEREAS, the Board has decided to engage a firm to handle social media platform and opened **Tender Notice No. : C-12015/06/2021/IT/Social Media/tender no. 2**. The work has to be carried out by the firm amounting to Rs. _____ (.....Rupees only).

AND WHEREAS the party of the second part is a firm M/s _____.

AND WHEREAS, the firm has approached the Board for the execution of the said work and have agreed to conduct and complete the work on the terms and conditions specified and agreed to, between the parties hereto and as contained hereinafter.

AND NOW THEREFORE in consideration of the terms and mutual consent hereinafter mentioned, the parties hereby agree as follows:

1. DEFINITIONS

- i. Agreement means this agreement and all appendices, annexure attached, work order, and subsequent amendment, modifications and additions directed by the Board to be carried out, provided that such directions are given by the Board.
- ii. 'Work' means the total work to be conducted and completed by the firm as specified in details in the scope of work.
- iii. The Board means the Central Pollution Control Board includes its Member Secretary and any other officials authorized to act and on behalf of the Board by the Member Secretary.
- iv. The firm means M/s _____.

2. OBLIGATIONS OF BOTH THE PARTIES

- i. The firm should carry out the work from the date of issue of the final work order and submit inception report within 15 days time after receipt of final work award letter, as detailed in scope of work and as entrusted to them under the instructions of the Board and the firm further undertakes to give full co-operation to the Board in this regard.
- ii. This agreement comprises of detailed and definite enumeration of the rights and duties of the parties to the contract and covers all previous correspondence or negotiations etc., which may be contrary to this agreement in any way.
- iii. If one provision of this agreement should prove to be invalid or null, all remaining provisions shall remain effective without change. The contracting parties shall try to replace the invalid and null provisions by an admissible provision aiming of the same economic and legal rights.
- iv. Dimensions/standards and units wherever referred shall conform to the Indian Regulations wherever obligatory and in all other cases the same will be as per prevailing practice. If however, the Board specifies the dimensions and units of the work then same shall be final and the firm undertakes to adopt the same and to carry out the work in accordance with the instructions issued by the Board.
- v. The firm shall not engage or employ any sub-contractor for the execution of the work under this agreement without the prior consent in writing obtained from the Board. Any possible sub-contracts, which may be concluded by the firm in consent with the Board, shall be so concluded on the sole and full responsibility of the firm. The fact of sub-contracting shall not absolve the firm from his/her obligations and responsibilities under this agreement.
- vi. Subject to the provisions of this agreement the firm shall not transfer or assign this agreement without the Board's prior consent in writing. In any case transfer or assignment that may be affected by the firm shall not modify his/her liabilities under this agreement. In the event of assignment for transfer the assignees or transferee shall be responsible for the fulfillment of the conditions of this agreement.

3. SECRECY AND COPYRIGHT

- i. The firm hereby undertakes to treat all the data, information, drawings and details etc., received by the consultants during the execution of the work, directly or indirectly, as exclusive property of the Board.
- ii. No publication shall be effected or caused to be effected by the firm without the consent of the Board in writing. All the information and data received or collected by the firm during the execution of the work or at any other time in pursuance of this agreement shall be strictly treated as confidential and shall not be divulged to no other party, person or organization at any point of time.

4. EXTENSION AND TERMINATION

- i. It is agreed between the parties that the Board may grant extension of time to the firm for the completion of the work under this contract provided the Board is satisfied with the reasons for the extension stated by the consultant in his application in writing made to the Board, such extension stated would not entitle the consultant for any additional payment whatever under clause 2 of this agreement.
- ii. It is agreed by and between the parties that the Board shall have the right to terminate this agreement without assigning any reason thereof.
- iii. In the event of termination of the agreement as provided herein, the firm shall cease all further work and shall deliver to the Board all data, details, plans, specifications and other documents prepared or information collected upto the date of notice of treatment received thereof.
- iv. In the event of termination of the agreement as provided herein, the Board shall reimburse to the firm a part of fees proportionate to the work carried out pursuant to this agreement upto the date of notice of termination.

- v. The firm hereby undertakes and agrees to handover all the drawings, specifications, plans, sketches and other data and such other documents, alongwith complete information and report to the Board within 15 days of the completion of the work or the notice of termination of the contract as the case may be.
- vi. The Board has the right to terminate the contract with or without assigning any reason at any stage besides reserve its right for the damage or any claim that the Board may have against the firm.
- vii. In case of such termination by the Board, if any payment in excess has been paid to the firm, the firm hereby undertakes and agrees to repay the excess payment within 15 days of the termination of the contract.

5. INDEMINITY

a. The firm hereby undertakes to indemnify the Board against any claim made by any person/persons or by a third party for any reason whatsoever such a claim or damage may arise because of a mistake, negligence and/or any other reason or an act of the consultant during the course of the work being carried out or after the work the work carried out by the consultant under this contract.

b. The parties to this agreement specifically agree that the Board shall have the right to withhold the payment of fees that may be due and payable to the firm in the event of any breach committed by the firm under this agreement and the payment withheld be paid whenever such breach is rectified.

6. ARBITRATION CLAUSE

The parties to the agreement hereby agree and consent that all disputes, claims etc., arising out of and touching upon clause of the agreement and their interpretation shall be submitted to the sole arbitrator to be appointed in the following manner:

“ The Chairman, Central Board shall appoint Director (CP Division), Ministry of Environment & Forests, Government of India, New Delhi, or any other suitable person in the field of Information Technology as the sole arbitrator to adjudicate and decide upon the dispute referred to him ”. The arbitrator shall state this decision in writing and if amount of claim in dispute is 50,000/- (fifty thousand rupees) and above, the arbitrator shall give reasons for award.

Subject as aforesaid, the provision of the arbitration & conciliation Act, 1996 or any other statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceedings under the clause.

It is a term of contract that party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each dispute.

It is also a term of contract that if any of the party do not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the information from the Board that final bill is ready for the payment, the claim of the contracting party(s) will be deemed to have been waived and absolutely barred and the Central Pollution Control Board will be discharged of all liabilities under the contract in respect of these claims.

The decision of the arbitrator shall be final and binding upon the parties.

IN WITNESS WHEREOF THE parties of the first and second part of this agreement have subscribed their signatures on this agreement on the day and year herein above mentioned.

For M/s . _____

(_____)

Member Secretary

For: Central Pollution Control Board

“Parivesh Bhawan”, East Arjun Nagar, Delhi-110 032

SIGNED IN THE PRESENCE OF

1.Witness:

2.Witness:

INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2020, between, CPCB, An autonomous body acting through Shri (Designation of the officer, Ministry/Department, Government of India) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER CPCB work under the ageis of Environment & Forests, performing its functions as per the provisions of Water Act 1974, Air Act ,1981 and EPA Act, 1986.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

Department in India that could justify BIDDER's exclusion from the tender process.

- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Sanctions for Violations

- 4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

5. Fall Clause

5.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. Independent Monitors

6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Sh. Sunil Krishna, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, email : iem.cpcb@gmail.com).

Sh. Jagdish Rai Garg
(DSE, Rtd)
Ph. 800 8516763

800 8516763

jr.garg@yahoo.com

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat/place of the BUYER.

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of

both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign the Integrity Pact at On.....

BUYER

BIDDER

Name of the Officer.
Designation
Deptt./MINISTRY/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1.....
2.....

1.....
2.....