



**REQUEST FOR PROPOSAL**

**FOR SELECTION OF AGENCY FOR SOCIAL MEDIA MANAGEMENT FOR AWARENESS**

**ABOUT TRANSPORT DEPARTMENT SERVICES & ROAD SAFETY IN PUNJAB**

Document No:PSTS/SMM/001/2021

Date of Issue :08-01-2021

O/o State Transport Commissioner, Punjab cum Member  
Secretary Punjab State Transport Society,  
SCO-177-178,Sec 17 C,  
Chandigarh-160017

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The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Transport, Punjab(DTPB)(State Transport Commissioner Punjab)/Punjab State Transport Society (PSTS) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the DTPB/PSTS to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the Proposal”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DTPB/PSTS in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DTPB/PSTS, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DTPB/PSTS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DTPB/PSTS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. DTPB/PSTS also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. DTPB/PSTS may in its absolute discretion, but without being under any obligation to

do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that DTPB/PSTS is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Assignment and DTPB/PSTS reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DTPB/PSTS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder.

DTPB/PSTS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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## 1 ABOUT TRANSPORT DEPARTMENT (DTPB):

The Non Commercial Wing of Transport Department, Punjab (hereinafter referred to as "Transport Department") functions under the provisions of section 213 of Motor Vehicles Act, 1988. The Transport Department is primarily established for enforcement of the provisions of Motor Vehicles Act,1988, Punjab Motor Vehicles Taxation Act,1924 (Amended 1993) and the rules framed under these two acts from time to time.

The Transport Department is headed by the State Transport Commissioner (STC). STC is assisted by two Additional State Transport Commissioner, one Joint State Transport Commissioner, Deputy Controller (F&A), Deputy State Transport Commissioner, Service Engineer, Automobile Engineer, Assistant Transport Commissioner (Tech) in the Head office.

The Transport department has 11 Secy RTAs(Regional Transport Authority ),1 Secy STA(State Transport Authority) 80 SDMs as Licensing & registering authorities and 32 ADTTs(Automated Driving Test Tracks) offices across the State of Punjab. The offices including the STC, RTA, ADTT and SDM offices are collectively referred to as the "Transport Department Offices".

## 2 Objective

- i. To make people of the State aware about all Transport Department services .
- ii. To create awareness among the people of Punjab for improving road safety aspects in road transport sector.

## 3 PURPOSE OF THE BID:

Department of Transport, Punjab (DTPB)/PSTS intends to invites the RFP from suitable and experienced companies/firms/agencies/Startups/MSMEs to carry out Social Media Management & operations for DTPB/PSTS. The bid document can also be downloaded from website: <https://www.eproc.punjab.gov.in> and <https://www.punjabtransport.org>

## 4 RFP ISSUER:

RFP Issuer is State Transport Commissioner Punjab cum Member Secretary Punjab State Transport Society, SCO 177-178 Sec 17 C Chandigarh: 160017, Punjab.

## 5 PRICE OF RFP

The price of this RFP document is Rs. 1000/- (Rupee One Thousand Only) inclusive of all taxes. This amount will be Non-Refundable. Bidders have to pay the cost of the RFP online on e tendering website i.e. <https://www.eproc.punjab.gov.in> . Document can be downloaded

from Transport Department website :<http://www.punjabtransport.org> or  
<https://www.eproc.punjab.gov.in>

## 6 NON-TRANSFERABLE RFP

This Request for Proposal (RFP) is not transferable. The bidder, to whom the Bid has been issued, only can participate in the bid.

## 7 BID SUBMISSION

The bidders are expected to submit their offers on <https://eproc.punjab.gov.in> in two parts namely, "Technical Bid" and "Financial Bid" in the format has given in this document.

- I. **Technical Bid:** All the requested documents along with fee submitted by the firm will be scanned and uploaded on E-Procurement Portal as mentioned in the NIB.
- II. **Financial Bid:** Financial Bid forms must be submitted as prescribed format of BoQ (Bill of Quantity) in (.xls) only.

## 8 CORRESPONDENCE AND SUBMISSION DETAILS:

### **Bid Inviting Authority:**

State Transport Commissioner, Punjab cum  
Member Secretary Punjab State Transport Society, Punjab  
SCO:177-178,Sec 17 C ,  
Chandigarh-160017, Punjab

### **Contact for RFP related issues:**

1. The Project Manager  
Punjab State Transport Society  
SCO:177-178,Sec 17 C ,  
Chandigarh-160017,Punjab  
Tel No — 0172:2771183  
Website: [www.punjabtransport.org](http://www.punjabtransport.org)  
E-mail: [rfpsocialmediapb@gmail.com](mailto:rfpsocialmediapb@gmail.com)

**9 KEY EVENTS:**

| S.No. | Event's Name  | Date & Time   |
|-------|---|---|
| 1     | Start date & time of sale of tender                               | 08-01-2021:11:00 Hrs  |
| 3     | Last date and time for submission of bids                         | 25-01-2021:15:00 HRS  |
| 5     | Date and time of opening of Technical bids                        | 27-01-2021:15:00 HRS  |
| 6     | Opening of Financial Proposal of the Technically Qualified Bidder | Will be intimate later  |
| 7     | Bid Security Deposit (EMD Fee)                                    | Rs. 20,000/- will be paid online on <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> |
| 8     | Bid document Fee  | Rs. 1,000/- will be paid online on <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>  |
| 9     | Bid Processing Fee  | As mentioned on tender site   |
| 10.   | Bid Validity Period   | 90 Days   |

**Note:-**

- All above events will be held at Head Office State Transport Commissioner, Punjab cum Punjab State Transport Society , Chandigarh
- In the event of the date specified above being declared as a holiday for the Department the due date will be the following working day.

**10 ELIGIBILITY CRITERIA:**

| Eligibility Criteria |  | Documentary Evidence to be produced   |
|----------------------|--|---|
| <b>A.</b>            | The Bidders should be Indian Company(s) registered under the Indian Companies Act 1956 or any other legal entity registered in Indian Law/ Proprietorship /Partnership firm/ Start up or MSME.                           | Enclose Certificate   |
| <b>B.</b>            | A Bidder should have a minimum average annual turnover of INR Fifty Lacs in the previous three financial years 2017-18, 2018-19 & 2019-20.   | A certificate from a Chartered Account firm should be attached with the application clearly stating the year-wise turnover. |
| <b>C</b>             | The bidding agency must have a valid PAN,TAN and GST Number  | Photocopy of PAN,TAN and GST Registration Number  |
| <b>C.</b>            | The Bidder should have at least 10 years* of experience of handling Branding/Digital Marketing/Marketing activity in the past. Good in Communication Strategy for an Efficiently high Engagement of Traffic (*In case of | Purchase Orders for work done in past years with Self Declaration for total experience.                                     |



|           |   |   |
|-----------|---|---|
|           | MSME or Start Up the experience will be at least 2 years)   |   |
| <b>D.</b> | Work experience to execute minimum one contract for Branding/Digital Marketing/Marketing activity of reputed company equal to amount of Rs. 75.00 Lacs or above | Copy of Purchase Order  |
| <b>E</b>  | The bidder must have local office in S.A.S.Nagar (Mohali)/Chandigarh for better communication and monitoring of the project.                                    | Proof of Address (Any Govt. proof of Address/Lease Agreement)         |
| <b>G.</b> | Bidder shall not be blacklisted/ banned/debar by any Central/State Government /PSU/ Govt. agencies.   | An undertaking on Rs. 500/- Non-judicial stamp paper to be submitted. |
| <b>H</b>  | The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal.        | An undertaking on letterhead  |

#### 11 EARNEST MONEY DEPOSIT (EMD):

The Bidder shall furnish the EMD as part of this bid;

- I. The EMD is required to protect DTPB/PSTS against the risk of Bidder's conduct which would warrant the EMD's forfeiture.
- II. The EMD of Rs. 20,000/- (Rs. Twenty Thousand Only) shall be denominated in Indian Rupees, and shall be submitted online on <https://eproc.punjab.gov.in>.
- III. The **startup/MSME with valid MSME/NSIC** certificate will be exempted from EMD amount.
- IV. No interest amount payable on the EMD and it shall be valid till 180 days of the publishing of the bid.
- V. The tenders without Earnest Money Deposit or **Valid MSME/NSIC certificate for exemption of EMD** will be summarily rejected.
- VI. Unsuccessful Bidder's EMD will be discharged / returned after signing of the contract with the successful Bidder. No interest will be paid by DTPB/PSTS on the EMD amount.

##### 11.1 The EMD may be forfeited:

- I. When the bidder withdraws or modifies its bid after opening of bids;
- II. Made misleading or false representations.
- III. when the bidder does not execute the agreement, if any, after placement of Lol/Work Order within the specified time;
- IV. when the bidder fails to commence the services or execute work as per work order within the time specified;

- V. when the bidder does not deposit the performance security deposit within specified period after the Lol/work order is placed; and
- VI. if the bidder breaches any provisions of code of integrity prescribed specified in the act and chapter VI of these rules.

## 12 PERFORMANCE SECURITY DEPOSIT (PSD):

The Successful bidder will pay a security deposit of 5 % of the contract value in the form of a demand draft (DD)/BG drawn on a Nationalized/Scheduled Bank in favor of “Punjab State Transport Society” payable at Chandigarh as per following:

- I. Performance Security Deposit can be in the form of DD)/BG in favour of “Punjab State Transport Society” payable at Chandigarh.
- II. PSD is valid for entire project tenure and plus 6 months extra in accordance with the terms and conditions of Contract.
- III. No interest amount payable on the Performance Security Deposit.
- IV. Performance security can be forfeited if the successful bidder fails to;
  - In the event of the successful Bidder being in default of the due, faithful and punctual performance of its obligations under the Contract, in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the DTPB/PSTS for or against the successful Bidder under this Contract or against the DTPB/PSTS in respect of this Contract which remain unpaid by the successful Bidder the DTPB/PSTS shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, encash and appropriate the relevant amounts from the Performance Security as damages for such default, or loss suffered on account of failure to perform its obligations or non-payment of dues, any demands or claims.

## 13 INSTRUCTION TO BIDDER:

### 13.1 Amendment/Corrigendum of RFP Document

- (i) At any time prior to the last date for receipt of bids, DTPB/PSTS, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment/corrigendum. It shall not be mandatory for DTPB/PSTS to disclose the reasons for this change.
- (ii) The amendment will be notified through website of DTPB and would be binding on all Bidders.
- (iii) In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, DTPB/PSTS may, at its discretion, extend the last date for the receipt of Bids.
- (iv) Bidders should make note of any amendments and corrigendum issued at any time by

DTPB/PSTS through the department website.

### 13.2 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and DTPB/PSTS, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

### 13.3 Bid Price

The Bidder shall quote in the Performa prescribed in financial bid;

- (i) The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.
- (ii) The Bidder as part of its Financial Bid should account for all out of pocket and other expenses that the Bidder shall incur during the contract period.

### 13.4 Firm Price

Prices quoted and negotiated must be final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

- (iii) DTPB/PSTS reserves the right to validate the technical specifications supplied with respect to specifications as provided in RFP using competent technical committee/agency acting on behalf of DTPB/PSTS.
- (iv) The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes and other charges as may be applicable in relation to the activities proposed to be carried out.
- (v) In case the taxes are not including in bid prices, the amount so mentioned would be deemed as inclusive of taxes.
- (vi) A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid shall be rejected summarily.

### 13.5 Authorized Signatory

For the purpose of submission of the bid, the Bidder may be represented by either the Principal Officer (MD/CEO/Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority (Power of Attorney or Board Resolution). All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.

**13.6 Period of Validity of Bid**

Bids shall remain valid for period of 90 days from publishing of bid. A bid valid for a shorter period shall be rejected by DTPB/PSTS as non-responsive and shall not be taken up for evaluation purposes.

- (i) DTPB/PSTS may request the Bidder(s) for an extension of the period of validity of the bids.
- (ii) The request and the responses thereto shall be made in writing (by letter or by e-mail). The validity of EMD shall also be duly extended in accordance to mutual consent of the bidders.
- (iii) A bidder granting the request will not be permitted to modify its bid.

**13.7 Last date of Receipt of the Bid**

Although, bids will be received by online but not later than the time and date specified in Key Events & Date.

DTPB/PSTS may, at its discretion, extend the last date for the submission of bids by issuing a corrigendum and amending the dates provided in Key Events & Date, in which case all rights and obligations of DTPB/PSTS and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

**13.8 Evaluation of Bid Methodology**

DTPB/PSTS will examine the bids in two phases

**Phase 1 – Technical Evaluation**

All bids will go through an evaluation against the Eligibility Criteria as mentioned in this bid. Only those bidders who meet the Eligibility Criteria would be considered for Phase 2 of the evaluation process.

**Phase 2 – Financial Evaluation**

The financial bids of the bidders qualifying Phase 1 of evaluation shall be opened in the presence of the representatives of the qualified bidders and award the bid on the basis of Lowest Quoted Price (L1).

**13.9 Post Qualification and Award Criteria**

- i. This determination will take into account the Bidder's financial and technical strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as DTPB/PSTS deems necessary and appropriate.
- ii. A negative determination will result in rejection of the Bidder's bid, in which event; DTPB/PSTS will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- iii. DTPB/PSTS is not bound to accept the best evaluated bid or any bid and reserves the right to reject any bid without assigning any reason thereof;

**13.10 DTPB/PSTS Right to accept any bid or Reject any or all bids**

DTPB/PSTS reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DTPB/PSTS action.

**Desirable**

- ) Command in Punjabi & English language
- ) Having Physical location at S.A.S.Nagar (Mohali)/Chandigarh to interact with HQ
- ) In depth knowledge and understanding of different social media platforms.
- ) Creative and Innovative Approach

**14 SCOPE OF WORK AND DELIVERABLES**

The Scope of work for the bidder shall broadly include but not limited to following:

**1. Road Map for Branding**

- a. The Agency shall present a clear roadmap for the brand building exercise across Social Media. The roadmap should identify all the activities which shall be approved by DTPB/PSTS.

**2. Social Media Management:**

The selected Agency shall maintain the Social Media handles of the Department of Transport DTPB/PSTS within 30 days of signing the Work Order and for a period of 24 months, including but not limited to the following list activities:

**a) Creation & Maintenance of Social Media Platforms:**

The Agency shall maintain the Social Media Platforms for the DTPB/PSTS, which currently comprises of Facebook, Twitter and YouTube.

- b) **Strategic Planning:** Build strategies (creative and content), plan and schedule timelines to engage the right target audience at the right time, with the social media handles DTPB/PSTS and amplify the reach.

**c) Updates:**

- (i) Informative and promotional updates in the form of high quality (high resolution relevant creative text, posts, info graphics (jpeg/gif files), photos, unique interactive content etc.

- (ii) Publicize promotional events, State & Regional programs, Road Safety awareness programmes, festivals, cultural events, workshops & seminars etc. related to the DTPB/PSTS and its policies on all the social media platforms.

- d) **Engaging the users:** Engage the audience with informative quizzes/stories about the DTPB/PSTS ,Road Safety interactive campaigns, Transport services ,online surveys etc. on all the social media platforms with a prior (approved) strategy.

**e) Query/ Response Management:**

- (i) Queries received on all the social media handles must be replied to and addressed online, live or within 24 hours after receiving approved information from the DTPB/PSTS and appropriate digital records must be maintained and handed over to DTPB/PSTS whenever desired.

- (ii) Any query/ queries that are negative in nature and needs the DTPB/PSTS's attention should immediately be brought into the notice of the DTPB/PSTS.

f) **Gate Keeping:**

Moderation of all the platforms with a frequency of minimum but not restricted to 2-3 times a day in order to deal with spam, unauthorized advertisements, inappropriate content and corrective action etc. with adequate and appropriate firewall.

g) **Social Media Tracking:**

- (i) The agency would be responsible for improving the reach of messages and other activities on various social media platforms particularly organic reach, so that the content would reach to a large set of targeted audiences in real time basis.
- (ii) The agency shall undertake Twitter trending once a month for the Hashtags and the campaigns of that particular month.
- (iii) Use a good industry standard monitoring tool for tracking comments, remarks for all the social media platforms.
- (iv) Submission of month end reports (as required by the DTPB/PSTS) with respect to the new strategies, campaigns and initiatives executed in that particular month/ week.

h) **Archival Set-up & Photo/Graphic Bank:**

- (i) A Photo /graphic Bank with cataloguing to be developed with regular updation of quality and high resolution aesthetic photographs, graphics of relevant activities and events, per account periodically as per consultation with the DTPB/PSTS
- (ii) Agency would be responsible for storage/backup/recovery facility of content and data created. The archive set-up should have back-up storage and would have retention until 6 months from the date of creation of the content.
- (iii) The agency shall handover the entire content archives to the DTPB/PSTS at the end of every 6 months
- (iv) Agency should safely protect/ secure the sensitive information such as passwords, content, images bank/ archives and any-other information related to the social media management of the DTPB/PSTS. Any updation/ change of passwords or any other sensitive information during the contract shall be duly intimated to the officials of the DTPB/PSTS.
- i) **Copyright:** All the material, artwork used in management of Social Media Network shall belong to the DTPB/PSTS exclusively. Content shared online must be copy right protected and unauthorized use of this must be monitored for appropriate action and reported to the

DTPB/PSTS.

- j) **Reporting:** The agency must submit monthly "Effectiveness Analysis" reports to the concerned authority, showcasing the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of programmes of the DTPB/PSTS on the Social Media Platforms and the results achieved. A daily report shall also be generated for the activities undertaken.
- k) **Capacity building:** Training and Capacity building of the nodal officer of the DTPB/PSTS to manage social media sites and activities.
- l) **Content coordination:** The agency needs to constantly coordinate with the respective programme divisions for content, photographs and videos or any other material as **required for the social media activity.**

**m) content Development**

- (i) **Text content:** The Agency shall prepare content for text write-ups for Social media posts on the subject matter in English and Punjabi language, as required with original scheme and allied related articles, every post shall be approved by DTPB/PSTS.
- (ii) **Graphic content:** The Agency shall prepare high quality graphic content for Social Media updation in coordination, DTPB/PSTS . Every post shall be approved by DTPB/PSTS.

**n) Online Amplification:**

- (i) Providing amplification of Digital Marketing Communication and Messaging through planning and execution of Social Media Marketing activities such as search engine optimization (SEO), search engine marketing (SEM), content marketing, influence marketing, content automation, campaign marketing, data driven marketing, e-commerce marketing, social media optimization etc. across both paid media and non-paid media. Media planning and professional inputs for running any social media campaign related digital banners, adverts etc. and on themes, subjects to be decided in consultation with the DTPB/PSTS.
- (ii) Executing and managing the digital campaigns released for the DTPB/PSTS and undertake activities like optimization of campaign, reporting etc.
- (iii) For the above Social Media campaigns the digital creative units (digital banners etc.) will be done in consultation with the DTPB/PSTS.

**o) Planning and Executing a "Social Media Monitoring Program" on Social Media platforms:**

- (i) Social Media Monitoring Program will create and manage a Monitoring platform, which will be both predictive and reactive in approach.
- (ii) )The key Languages to be monitored will be Punjabi & English .

- (iii) Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign of the DTPB/PSTS.
- (iv) Providing feedback on best practices in India and abroad across Social Media.

**Note:** As per the project requirements, the Agency may be required to boost the online presence through paid subscription of social media platforms. Under such circumstance, the costs related to booster packages as per project implementation plan etc. shall be reimbursed to the Agency on actual basis.

#### 15 Important consideration for the Agency:

- (i) The Agency needs to realize that the operation of the Social Media Platforms fall under the purview of the Right to Information Act-2005, thus it must, under the laws and rules, answer such queries only after consultation with the DTPB/PSTS .
- (ii) The Social Media Platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc., failure of any one of these shall be considered an incomplete execution of the Work Order.
- (iii) Post selection, the agency will at no time resort to plagiarism. DTPB/PSTS will not be liable to any dispute arising on account of plagiarism resorted to by the agency.

#### 16 PROJECT IMPLEMENTATION PLAN:

The project shall be implemented as follows:

| Sr. No. | Key Performance Indicators   | Plan  |
|---------|--|---|
| 1       | The agency should increase reach and engagements base on Social Media. For this the agency will give minimum recommended budget to be utilized on social media platforms for posts duly approved by DTPB/PSTS. The agency will do this activity at its own cost which would be reimbursed at the end of every quarter. | The posts shall be shared across all platforms as per RFP document for at least 10,000 users .Monthly budget for Ad campaign on social media shall be given |
| 2       | Populating, publishing and updating of the content on Social Media   | Shall be on a continuous basis  |
| 3       | Pre- Planned Imagery /Graphic content to be posted across all social media channels  | At least 20 posts per month across all platforms  |
| 4       | Quizzes and Polls on Social Media  | At least 2 in a month   |
| 5       | Visuals for Social Media posts per platform i.e. Facebook, Twitter & YouTube   | At least 20 Visual(Jpeg & GIF's)per month<br>Quantity can increase on requirement   |



|    |   |                      |
|----|---|----------------------|
|    |   | basis                |
| 6  | Content writing for Social Media Channels ( Punjabi, English)                             | On a regular basis   |
| 7  | Creation of Info graphics for the Department  | As and when required |
| 8  | News Tracking & News Link based posts   | As and when basis    |
| 9  | Sharing Stories ( With respect to Road safety initiatives ) & highlighting best practices | Fortnightly          |
| 10 | Plan for Tweet handle & Re-tweets from Twitter  | As and when basis    |
| 11 | Planning & Development of interesting series  | Monthly              |
| 12 | Tracking of Trending Topics and develop Memes   | From time to time    |
| 13 | Comment/Message Management  | Real Time            |

**17 CONTRACT PERIOD:**

The contract period shall be two years after the issuing work order or signing of the agreement (whichever is earlier). Contract period can be extended further for 1 year with mutual consent (bidder and DTPB/PSTS).

**18 LIQUIDATED DAMAGE:**

If the Bidder fails to complete the entire works before the scheduled completion date or the extended date, the DTPB/PSTS may without prejudice to any other right or remedy available to the DTPB/PSTS as under the Contract;

- (i) Recover from the Bidder, as liquidated damages and not by way of penalty for a delay of Rs. 1000/-per day, (subject to maximum Rs 20,000/) - beyond the Scheduled completion date or extended date. For the purpose of liquidated damages, the scheduled completion date will be taken as the date of completion and acceptance of all the activities till Live of successful operations of the integrated solution completion given to Bidder by DTPB/PSTS and/or
- (ii) Terminate the contract or a portion or part of the work thereof; The DTPB/PSTS shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the DTPB/PSTS .

**19 SERVICE LEVEL AGREEMENT/PENALTIES:**

SLA is the contract between DTPB/PSTS and the successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely deliver the services and the correctness of the same based on the agreed Performance Indicators as detailed in the agreement.

| Sr. No | Item  | Timelines for deliverables                                     | Penalty if not achieved   |
|--------|---|--|---|
| 1.     | Any work related to creative development, social media handling and as per the scope of work etc. | As agreed with the client                                      | Rs. 1000 per day (subject to maximum Rs 20,000)   |
| 3.     | Sub-standard work for the defined scope of work or non-achievement of the same                    | The client will inform in writing regarding sub-Standard work. | Per incident will result in a penalty up to maximum of 5 % of quarterly payment, if not rectified to client satisfaction<br>Within 10 days of the timeline. |

- (i) Fraction of a day in reckoning period in service delivery shall be eliminated if it is less than half a day.
- (ii) The maximum amount of penalty shall be 5 % of bid value.
- (iii) Delivery period may be extended with or without penalty if the delay is on account of hindrances beyond the control of the bidder.
- (iv) Also penalty would be deducted from the due payment of the current invoice received from the bidder.

**20 FORCE MAJEURE**

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**21 TERMINATION**

DTPB/PSTS may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

- (i) If the Agency becomes insolvent or goes into compulsory liquidation.
- (ii) If the Agency, in the judgment of DTPB/PSTS, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (iii) If the Agency submits to DTPB/PSTS a false statement which has a material effect on the rights, obligations or interests of DTPB/PSTS.
- (iv) If the Agency places itself in position of conflict of interest or fails to disclose promptly an, ' conflict of interest to DTPB/PSTS.
- (v) If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.
- (vi) In case of such an occurrence DTPB/PSTS shall give a written advance notice before terminating the Contract of the Agency.

**22 Arbitration**

Arbitration-In case of any dispute arising out of the contract, the matter shall be referred to the State Transport Commissioner, Punjab cum Member Secretary Punjab State Transport Society Chandigarh to arbitrate in the matter, which can arbitrate him or appoint anybody to arbitrate in the matter. The said arbitration proceedings shall be held under the jurisdiction of Chandigarh court only & as per provision of the Arbitration & conciliation ACT 1996

- (i) If during the subsistence of this agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this agreement or regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably
- (ii) Any dispute related to this agreement arises between the parties shall first be settled through amicable settlement.

**23 FINANCIAL BID: Financial Evaluation**

The online financial bids of the bidders qualifying Phase 1 of evolution shall be opened in the presence of the representatives of the qualified bidders. The bidder quoting the lowest price shall be treated as L1.

| S.No. | Description   | Total cost for 24 months (in figures) | Total cost for 24 months (in words) |
|-------|---|---------------------------------------|-------------------------------------|
| 1.    | Services Charges for handling of Social Media Management & operations for DTPB/PSTS |                                       |                                     |

| S.No. | Description                               | Total cost for 24 months (in figures) (Per Month X 24 Months) | Total cost for 24 months (in words) |
|-------|---|---|-------------------------------------|
| 2     | Budget for Promotion/Ad Campaign (in Rs.) |   |                                     |
|       | <b>Total</b>                              |   |                                     |

**Note:**

The rates/prices are to be quoted include all taxes and other charges as may be applicable in relation to the activities proposed to be carried out. The applicable taxes will be borne by DTPB/PSTS at prevailing rates after confirmation of deposit.

**ANNEXURE : A DRAFT AGREEMENT:**

This agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN**

State Transport Commissioner, Punjab cum Member Secretary Punjab State Transport Society, SCO-177-178, Sec 17 C, Chandigarh (DTPB/PSTS), 160017 (hereinafter referred to as "DTPB/PSTS", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART  
AND

M/s <Name>, <Address>, Phone : <Phone Number>, Fax : <Fax No> (hereinafter referred to as <'NAME'>), which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART

Both the DTPB/PSTS and <'NAME'>), shall hereinafter be referred to individually as 'Party' and collectively as 'Parties' in this Contract.

**WHEREAS**

- a) The DTPB/PSTS, party to the FIRST PART invited RFP vide no. .... Dated .....2020 and subsequent corrigendum (hereinafter called as "RFP").
- b) The <NAME OF BIDDER>, party to the SECOND PART has submitted its offer for such services in accordance with all the terms and conditions stipulated in the RFP.
- c) The FIRST PART has placed work order to SECOND PART vide order no ..... dated ..... for the aforesaid works for a period of four years as per terms and conditions mentioned in the RFP and this Agreement and whereas the SECOND PART has deposited a sum of Rs. ..../- as a Performance Security Deposit.
- d) The SECOND PART has agreed to provide services as per terms and condition of the RFP, including the terms of this Agreement, and subsequent corrigendum would be treated as a part of this Agreement.
- e) The terms and conditions laid down in the RFP documents, work order of contract; Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with RFP shall be deemed to form and be read and constructed as part of this Agreement.
- f) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement unless the context otherwise requires:

- “Agreement” means this Agreement, the Schedules attached hereto and the agreed terms as set out in the RFP including any amendments and modifications to the above from time to time.
- “Confidential Information” means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is :
  - by its nature confidential or by the circumstances in which it is disclosed confidential; or
  - designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;But does not include information which is or becomes public knowledge other than by a breach of this Agreement;
- “Document” means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or/and databases or microfilm or computer generated micro fiche’
- “Contract period” shall refer to two years.
- “Services” means all such services that are set out in the Scope of work as per RFP and includes any amendment, modification, clarification and addition to such Scope of work, as the DTPB may deem fit and mutually decide upon by both the parties during the Term of this Agreement in order to enable the performance of the System, as set out in this Agreement;
- Bidding Authority refers to State Transport Commissioner, Punjab. Cum Member Secretary Punjab State Transport Society (DTPB/PSTS)

**INTERPRETATION:**

- In this Agreement unless a contrary intention is evident
- The clause headings are for purposes of convenience of reference only and do not form part of this Agreement
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses

- Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.
- A word in the singular includes the plural and a word in the plural includes the singular.
- A word importing a gender includes any other gender,
- A reference to a person includes a partnership and a body corporate;
- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Agreement and the RFP, the terms hereof shall prevail.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

\_\_\_\_\_  
 \_\_\_\_\_  
 State Transport Commissioner, Punjab cum  
 Member Secretary Punjab State Transport Society  
 Head Office, Chandigarh  
 \_\_\_\_\_

Witnesses :  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signatory,  
 SECOND PART  
 ADDRESS  
 \_\_\_\_\_

Witnesses :  
 \_\_\_\_\_  
 \_\_\_\_\_

ANNEXURE B: COVERING LETTER FOR TECHNICAL BID

To,  
The State Transport  
Commissioner Cum  
Member Secretary Punjab  
State Transport Society  
Punjab

\_\_\_\_\_

–  
Sir,

Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to “XXXX.” under the project ‘XXX’ in DTPB/PSTS as required and outlined in the RFP.

I/ We undertake, if our bid is accepted, to develop the XXX in accordance with the requirements.

I/ We agree to abide by this bid for a period of 90 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We agree to the terms & conditions mentioned in the RFP document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature (in the capacity of)  
Duly authorized to sign Bid for and on behalf of

Seal of the Company



**ANNEXURE C: DECLARATION BY THE BIDDER**

In relation to my/our Bid submitted to .....for procurement of .....in response to their Notice Inviting Bids No.....Dated..... I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of a criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of two years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/We hereby declare that the in the preparation and submission of proposal, I/We have not acted in collusion with any other bidder and not done any act, deed or thing which is or could be regarded as anti-competitive.
7. I/We hereby further declare that I/we have not offered nor will offer any illegal gratification in cash or any other kind to any person or agency in connection with the instant proposal.

Date:

Signature of the Bidder

Place:

Name:

Designation:

Address:

Seal of the Company

**ANNEXURE D: FORMAT FOR REQUEST FOR CLARIFICATION**

All queries for the clarification needs to be submitted in the following format in both soft copy and scanned copy) via email mentioned in the document

|  |  |                                  |
|--|--|----------------------------------|
| State Transport Commissioner, Punjab(Department of Transport Punjab) cum Member Secretary Punjab State Transport Society, Punjab( DTPB/PSTS) |  |                                  |
| Bidders request for clarification  |  |                                  |
| Name of Organization submitting the request.   |  |                                  |
| Name and Designation of person submitting the request.   |  |                                  |
| Full address of the Organization including Phone/ Fax & e-mail point of contact.   |  |                                  |
| Telephone  |  |                                  |
| FAX  |  |                                  |
| E Mail Address   |  |                                  |
| Bidding document reference (s) (page no. & section no.)  | Content of RFP requiring clarification | Points of clarification required |
|  |  |                                  |
|  |  |                                  |
|  |  |                                  |

The clarification queries will be entertained only for those bidders who have purchased the

RFP.

Place:

Date:

Name & Signature:

Company Seal:

**ANNEXURE E: COMPLAINE WITH CODE OF INTEGRITY AND NO CONFLICT INTREST**

Any person participating in a procurement process shall-

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The bidder participating in a bidding process must not have a Conflict of Interest.

- A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- B Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. Have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- f. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

ANNEXURE F:

DECLARATION

**FOR NON-TAMEPRING OF DOWNLOADED TENDER DOCUMENT FROM WEB SITE**

“I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website \_\_\_\_\_ and no addition / deletion / correction has been made in the downloaded document. I also declare that I have made payment of Rs.....towards the EMD or **Valid MSME/NSIC** certificate for exemption of EMD.

Place:

Signature of tenderer/Authorized Signatory Date:  
Name of the Tenderer Seal of  
the Tenderer

XXX -- END OF DOCUMENT--- XXX