



सत्यमेव जयते

**Tender for Selection of an Agency for Social Media Management in respect of High
Commission of India, Nairobi**

**GOVERNMENT OF INDIA
HIGH COMMISSION OF INDIA
NAIROBI**

Tender No : Nai/Estt./872/01/2016

Dated : 26/12/2019

Last date for submission of bid : 21/01/2020

(Total pages 19)

Nairobi, dated 26/12/2019

NOTICE INVITING TENDER

1. High Commission of India, Nairobi invites Tender under two bid system from registered and authorized firms/ service agencies for an Annual Contract for handling social media sites of the High Commission of India, Nairobi at Jeevan Bharati Building, Harambee Avenue, Nairobi.
2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in> or <http://www.hcinairobi.gov.in> from **26/12/2019** onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be posted in the website of the High Commission of India, Nairobi, as given above.
3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a single envelope superscribed as “Tender No **Nai/Estt./872/01/2016 for Annual Contract for handling social media sites of the High Commission of India, Nairobi**”. The envelope should be addressed to “The Head of Chancery, High Commission of India, 02nd Floor, Jeevan Bharati Building, Harambee Avenue, Nairobi, P. O. Box No. 30074-00100”. The envelope should be dropped at the Reception of the High Commission of India, Nairobi at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time mentioned.
4. The Earnest Money Deposit (EMD) of Ksh. 50,000.- (Kenyan Shilling Fifty Thousand only) in the form of Account Payee Demand Draft/ Pay Order drawn in favour of “High Commission of India, Nairobi” is required to be submitted along with tender bids.
5. The Technical Bids will be opened on **22/01/2020** at **1500 hrs.** by a Tender Evaluation Committee (TEC) authorized by the Competent Authority. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the TEC. A pre-bid meeting will take place in the High Commission of India, 02nd Floor, Jeevan Bharati Building, Harambee Avenue, Nairobi on **07/01/2020 at 1530 hrs.** For any queries regarding the tender, please send an email to adm.nairobi@mea.gov.in.
6. The Competent Authority reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

Tel. No +254-20-2225104

Email : adm.nairobi@mea.gov.in

(V. V. S. K. Setty)
Head of Chancery

LETTER OF BID

Dated:
...../...../2019

To,
Mr. V. V. S. K. Setty
Head of Chancery
High Commission of India,
Jeevan Bharati Bldg.,
Nairobi-30074-00100.

Ref: Invitation for Bid No. **Nai/Estt./872/01/2016** dated __/__/2019

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,
2. We offer to execute in conformity with the Bidding Documents for annual contract for handling social media sites (as explained in the 'Scope of Work' in Tender Document) of the High Commission of India, Nairobi at Jeevan Bharati Building, Harambee Avenue, Nairobi.
 3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
 4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
 5. We also declare that the Government of Kenya, Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
 6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and
Designation

(To be printed on Bidder's letterhead)

DATES TO REMEMBER

Sl. No.	Events	Date (Time)
1	Uploading of Notice Inviting Tender	26/12/2019 (1500 hrs.)
2	Pre-bid meeting	07/01/2020 (1530 hrs.)
3	Last Date of Tender Submission	21/01/2020 (1500 hrs.)
4	Opening of Technical Bids	22/01/2020 (1500 hrs.)
5	Opening of Financial Bids (of only those who qualifies in the minimum eligibility criteria)	Date to be intimated later

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the High Commission of India, Nairobi shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in> or <http://www.hcinairobi.gov.in> from __/__/2019 at 1500 hrs onwards. The last date of submission of bids is **21/01/2020** till 1500 hrs.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount or any other requirements stipulated in the tender documents are liable to be rejected.
- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Nairobi.
- 1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the High Commission of India, Nairobi. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. SCOPE OF WORK, GENERAL TERMS & CONDITIONS

- 2.1 To develop a strategy to enhance High Commission of India, Nairobi's presence on social media (High Commission of India, Nairobi's Social Media handles on but not limited to Face book, Twitter, LinkedIn, Instagram, Youtube etc.) and to engage a wider audience.
- 2.2 To monitor HCI, Nairobi's social media channels 24 X 7 and alert concerned officer on issues that may have arisen in the feeds and provide feedback on posts in a frequency directed by concerned HCI, Nairobi Officer and to manage High Commission of India, Nairobi's response on social media channels in respect of issues/topics identified through social media analysis and/or as indicated by High Commission of India, Nairobi.
- 2.3 To produce quality content such as graphics, videos (white board etc.), GIFs, power point presentations, animations, etc. for use on the social media platforms of the High Commission of India, Nairobi, on demand.
- 2.4 Creation of content/captions for social media platforms both in English and Kiswahili language. Content posted to social media maybe in English, Kiswahili or both. Therefore, translation of captions from one language to the other requires to be done on instruction from concerned officer. The content created has to be edited and uploaded on High Commission of India, Nairobi's Social Media/YouTube handles as per High Commission of India, Nairobi's requirement on immediate basis on approval from High Commission of India, Nairobi.
- 2.5 Ability to convert all kinds of content (video/audio/files) from one format to another for given assignments as and when required by the High Commission of India, Nairobi.
- 2.6 Photographing/video graphing of events (in Kenya) as and when required by High Commission of India, Nairobi and processing the videos/photographs immediately for uploading to social media. Shooting of short videos with cast & crew as and when required. The staff handling camera may be required to perform duties outside office premises. Bidders without photographers & videographers in their permanent staff, but with ability to work on digital processing of photographs and videos may also apply.
- 2.7 Re-tweeting and sharing content generated by Ministry of External Affairs in local language when directed by High Commission of India, Nairobi.
- 2.8 Promoting High Commission of India, Nairobi's activities on social media and increasing the number of online followers.
- 2.9 Implementing any new social media initiatives as and when required.
- 2.10 Implement social media analytics and report on impact of High Commission of India, Nairobi's social media activity in terms of number of followers earned, engaged, reached, etc and other relevant metrics.
- 2.11 Gather and provide useful and credible information on relevant trending topics/issues on social media in the local/regional/national level.
- 2.12 Minimum 01 person is required to be deployed in High Commission of India, Nairobi for on-site support. High Commission of India, Nairobi will provide only the space for establishing work station for the staff deployed.
- 2.13 The contractor has to deploy all the necessary equipment such as computers (with latest editions of graphic design software) and associated gadgets, good quality DSLR Camera, video camera etc.
- 2.14 Since maintenance of social media pages requires 24 X7 attention, the staff deployed has to be alert and responsive to instructions from concerned officers of High Commission of India, Nairobi on 24 X 7 basis. **Instructions to push content to social media maybe received at any time and hence on receipt of instructions from concerned officers, social media posts will be required to be done 24 X 7.**

- 2.15 The contract will be for a period of 1 (one) year. The contract may be renewed after the period of one year on a year-to-year basis depending on the performance of the contractor. High Commission of India, Nairobi reserves the right to decide on the terms and conditions of the contract for the renewal.
- 2.16 The rates shall be quoted on yearly basis. The rates shall be all inclusive including taxes and duties etc.
- 2.17 Rate should be quoted in figure as well as in words as per ANNEXURE-I.
- 2.18 High Commission of India, Nairobi reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of Head of Chancery, High Commission of India, Nairobi, in this regard shall be final and binding on all.
- 2.19 The salary and other allowances to the deputed staff will be the sole responsibility of the contractor. High Commission of India, Nairobi will not entertain any such separate claims.
- 2.20 In case any of staff is not found up to the mark and not able to do work properly, they will have to be changed as per the instruction of High Commission of India, Nairobi and immediately replaced by another qualified staff.
- 2.21 Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax in respect of this contract shall be payable by the contractor and High Commission of India, Nairobi shall not entertain any claim whatsoever in this respect.
- 2.22 The contractor should not outsource whole or any part of the work and should have at all time sufficient manpower/capability to execute the work on his/her own.
- 2.23 *About Data Privacy/Security and Responsibility : The party must ensure that our Social Media Platforms are not misused by miscreants or anti-social/ anti India elements.*

3. **MINIMUM ELIGIBILITY CRITERIA**

- 3.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-
 - (a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by Local Government to do business in Kenya. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
 - (b) Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
 - (c) Experience: The Bidder shall have experience of at least 03 years in providing social media services for Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies. Number of projects undertaken with/ currently working with Govt., PSU as well as Private Sectors will be taken into consideration for evaluation. Hence, the details of projects should also be included in Bid documents.
 - (d) Annual Turn over of at least last 03 years should be more than 15 Million Kenyan Shilling.
 - (e) Company profile/information regarding key personnel: The bidding company shall also include in its bid, as per proforma at Annexure-6 of this document, details about the

company, about its key personnel and details of personnel strength available to be employed for High Commission of India, Nairobi's work.

3.2 Documents supporting the Minimum Eligibility Criteria:

- (i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
- (ii) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.
- (iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c) and (d), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/ Public Sector Companies/reputed corporate organization/ multinational companies as well as annual audit reports and other relevant documents shall be attached with bid document.
- (iv) As proof of having fully adhered to minimum eligibility criteria at 3.1(e), copies of supporting documents for company profile/information about key personnel, personnel strength, etc may be provided along with Annexure-6 of this tender document.

3.3 Apart from the above criteria, following parameters will be considered in Technical Evaluation of a bidder. Bidder may submit relevant information on the same. If necessity arises, bidder should be ready to give presentation of these items.

- (a) Social Media Management capabilities :
 - (i) Dashboard for Social Media Integration (Twitter, FB, LinkedIn, google+ etc.)
 - (ii) Ownership of third party softwares / licenses held for homegrown softwares; knowledge of their usage. (eg. Coral draw, photoshop, video/ audio editing etc.)
 - (iii) Affiliation with or direct contract from social media networks such as Facebook, Twitter, Google Plus etc.
- (b) Social media footprint increase :
 - (i) Strategy to increase the social media presence of this Mission as well as Ministry of External Affairs, Government of India (In terms of followers periodically)
 - (ii) Scalability-expansion/ accommodation of new accounts of Ministry/ Missions/ Posts.
- (c) Social Media Analysis :
 - (i) Strategy & Resources (Human/ Technological) for social media analysis.
 - (ii) Creation of analytical reports & Summarizing of the social media developments of the day.
- (d) Security : Disaster Management (response management) & Data security. Safety mechanism to prevent unauthorized access to Social Media platforms.
- (e) Total manpower employed by Agency.

4. **EARNEST MONEY DEPOSIT**

- 4.1 The Earnest Money Deposit of Ksh. 25000/- (Kenyan Shilling Twenty Five Thousand) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "High Commission of India, Nairobi" has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.
- 4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Ministry in respect of any previous work shall be entertained.

- 4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the High Commission of India, Nairobi.
- 4.4 The bids without Earnest Money Deposit will be summarily rejected.
- 4.5 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- 4.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

5. **VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

6 **PREPARATION OF BIDS**

- 6.1 Language: Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.
- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b. Contact Details Form, duly filled and signed & stamped.
 - c. Earnest Money Deposit of 25000/- (Ksh. Twenty Five Thousand)
 - d. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above.
- 6.3 **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as “Envelope B- Financial Bid”.

SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Jeevan Bharati Building, Harambee Avenue, Nairobi. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' – TECHNICAL BID

ENVELOPE 'B' – FINANCIAL BID

- 7.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the High Commission, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

BID OPENING PROCEDURE

- 8.1 The Technical Bids (Envelope A) shall be opened in the Conference Room of the Head of Chancery, HCI, Nairobi on **22/01/2020** at 1500 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope 'B') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax. If any of the bidders/representatives are failed to be present, bids will be opened in absentia.
- 8.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 8.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.5 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

PERFORMANCE SECURITY (PS):

- 10.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favor of 'High Commission of India, Nairobi', payable at Nairobi in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the HCI shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

AWARD OF WORK

The Mission reserves the right to accept/reject ...any/ all the bids on grounds of functional exigencies.

VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be renewed after the period of one year [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission.

12 PAYMENTS

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.
- 12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 12.3 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.
- 12.4 All payments shall be made in Kenyan Shilling by means of crossed cheques/bank transfer.
- 12.5 The Client shall be entitled to deduct in accordance with applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- 12.6 The payment to the workers in accordance to minimum wages prescribed by the Government of Kenya along with the statutory compliance Bonus is sole responsibility of the SP. Claim for any escalation shall not be entertained by the High Commission of India, Nairobi.
- 12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Other Conditions, Force Majeure & Penalty Clause

- 13.1 The workers provided by the SP should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the High Commission of India, Nairobi before deployment for work at Chancery complex.

- 13.2 The bidder must have satisfactory arrangements for training of its employees who are deployed at High Commission of India, Nairobi. Confirmation in this regard is to be given to High Commission of India, Nairobi.
- 13.3 The Company should submit precise profile of its key clients along with details of services provided.
- 13.4 In case the Service Provider fails in adhering to the daily maintenance requirements, and Mission has to make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.
- 13.5 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises.
- 13.6 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, Service Provider would be intimated and would be required to take corrective measures promptly.
- 13.7 All information shared by High Commission of India, Nairobi to the Service Provider in course of work is to be treated as strictly confidential. Service Provider is responsible of ensuring the confidentiality of the content shared by High Commission of India, Nairobi. Any breach of confidentiality by an employee of the Service Provider or the Service Provider will require immediate corrective action.
- 13.8 High Commission of India reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission in this regard shall be final and binding on all.
- 13.9 High Commission of India reserves the right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 13.10 The High Commission may, by written notice sent to the Service Provider, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the High Commission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 13.11 Any wrong or misleading information will lead to disqualification.
- 13.12 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

Format for Submitting the Price Schedule**(To be submitted along with the financial bid in separate sealed cover)**

BID No.

Date:.....

To,

Head of Chancery

High Commission of India
 Jeevan Bharati Building,
 Harambee Avenue,
 Nairobi – 30074-00100.

Price Schedule

Sl.No.	Item	Price (in Kenyan Shilling) per month	Total Price (Kenyan Shilling) per annum
1.	Expenditure in respect of personnel		
2.	Any other charges		
3.	Applicable taxes, if any		
	Total		

Note:

Above quoted price is complete in all respect, including applicable taxes as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorised
Signatory)

Name :

Designation :

Company seal :

(On the letterhead of the bidding company)

**The Head of Chancery
High Commission of India
Jeevan Bharati Building,
Harambee Avenue,
Nairobi.**

UNDERTAKING

I, _____, of M/s. _____, having registered office at _____, do hereby undertake that my company, M/s. _____, will not withdraw or modify its bids from Tender No. dated .../.../19 for the '**Selection of an Agency for Social Media Management in respect of High Commission of India, Nairobi**' during the period of validity of the bids.

I further undertake to have understood that if my company M/s. _____ Enterprise withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. _____ will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India, Nairobi.

Place :

Date :

Notification of Award

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated ***[insert date]*** for the execution of the Works for ***[name of project/Contract]*** for the Contract Price of Tk ***[amount in figures and in words]***, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by ***[name of Employer]***.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on
behalf of ***[name of Procuring
Entity]***

Date:

Contract Agreement

THIS AGREEMENT made the **[day]** day of **[month]** **[year]** between **[name and address of Employer]** (hereinafter called “the Employer”) of the one part and **[name and address of Contractor]** (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, **[brief description of works]** and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka **[Contract price in figures and in words]** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

The documents forming the Contract shall be interpreted in the following order of priority:

the signed Contract Agreement;

the letter of Notification of Award

the completed Tender Submission Sheet as submitted by the Tenderer;

Work Methodology,

the priced Bill of Quantities as submitted by the Tenderer;

Scope of Work, and

Performance Guarantee

Other conditions in Tender Document including Force Majeure, Penalty Clause

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

Title

In the presence of

Name

Address

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
Head of Chancery
High Commission of India
Nairobi

BANK GUARANTEES NO:
DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed
by HCI, Nairobi M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said
order, and

Arrange for the comprehensive warranty service support towards the items supplied by vendor on
site across Bangladesh, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions
stipulated therein and have agreed to issue the performance bank guarantee on their part,
towards promises and assurance of their contractual obligations vide the purchase order
No. _____ M/s. (name of vendor) holds a current account with us
and has approached us and at their request and in consideration of the promises, we
hereby furnish such guarantees as mentioned hereinafter.

HCI, Nairobi shall be at liberty without reference to the Bank and without affecting the full liability
of the Bank hereunder to take any other undertaking of security in respect of the suppliers
obligations and /or liabilities under or in connection with the said contract or to vary the
terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the
supplier or to reduce or to increase or otherwise vary the prices or the total contract value
or to forebear from enforcement of all or any of the obligations of the supplier under the
said contract and/or the remedies of the HCI, Nairobi under any security(ies) now, or
hereafter held by the HCI, Nairobi and no such dealing(s) with the supplier or release or
forbearance whatsoever shall have the effect of releasing the
bank from its full liability of the HCI, Nairobi hereunder or of prejudicing right of the HCI,
Nairobi against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain
valid and irrevocable for all claims of the HCI, Nairobi and liabilities of the supplier arising
up to and until date.....

Your right to recover the said sum of Kenyan Shilling _____ only from us in
manner aforesaid will not be affected/or suspended by

reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Ksh. _____
(Kenyan Shililing _____ Only) Our guarantee shall remain in force until
unless

a suit action to enforce a claim under guarantee is filed against us within six months
from (which is date of expiry of guarantee) all your rights under the said guarantee
shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of
Association of our Bank and the undersigned has full power to do under the power of
Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Ksh.....(in words)

This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under
guarantee is filed against us within six months from the date of expiry of guarantee. All your
rights under the said guarantee shall be forfeited and we shall be relieved and discharged
from all liabilities there after i.e. after six months from the date of expiry of this Bank
guarantee

We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee
only and only if you serve upon us a written claim or demand or before

The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorised Signatory

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

NAME OF THE COMPANY

2, NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE

COMMUNICATION ADDRESS

PHONE NO./MOBILE NO.

FAX E-MAIL I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

NAME OF THE CONTACT PERSON

2 DESIGNATION


PHONE No

MOBILE No

E-MAIL ID

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY (With
ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.

Government ePublishing System		ePublishing System, Government of India		
		Published Corrigendum Details		
		Date : 18-Feb-2020 12:22 PM		
		 Print		
Organisation Chain :	Ministry of External Affairs Min. of Ext. Affairs.-Administrative Division			
Tender ID :	2019_MEA_504861_1			
Tender Ref No :	NAI/ESTT/872/01/2016			
Tender Title :	NAI/ESTT/872/01/2016			
Corrigendum Type :	Date			
Corrigendum:3				
Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
EXTENSION IN LAST DATE OF BID SUBMISSION	THE LAST DATE FOR SUBMITTING BIDS FOR SOCIAL MEDIA MANAGEMENT IN RESPECT OF HIGH COMMISSION OF INDIA, NAIROBI HAS BEEN EXTENDED UP TO 03RD MARCH, 2020 UP TO 1500 HOURS.	18-Feb-2020 12:22 PM	SOCIAL MEDIA EXTENSION.pdf	550.34
Critical Dates				
Publish Date	27-Dec-2019 09:00 AM	Bid Opening Date	03-Mar-2020 03:30 PM	
Document Download/Sale Start Date	27-Dec-2019 09:00 AM	Document Download/Sale End Date	03-Mar-2020 03:00 PM	
Clarification Start Date	27-Dec-2019 09:00 AM	Clarification End Date	21-Jan-2020 09:00 AM	
Bid Submission Start Date	27-Dec-2019 09:00 AM	Bid Submission End Date	03-Mar-2020 03:00 PM	
Pre Bid Meeting Date	07-Jan-2020 03:30 PM			
Corrigendum:2				
Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
CHANGE IN LAST DATE OF BID SUBMISSION	LAST DATE FOR SUBMISSION OF BID HAS BEEN EXTENDED TO 18.02.2020 UP TO 1500 HOURS.	04-Feb-2020 12:04 PM	SOCIAL MEDIA DATE EXTENSION.pdf	28.0
Critical Dates				

Publish Date	27-Dec-2019 09:00 AM	Bid Opening Date	18-Feb-2020 03:30 PM
Document Download/Sale Start Date	27-Dec-2019 09:00 AM	Document Download/Sale End Date	18-Feb-2020 03:00 PM
Clarification Start Date	27-Dec-2019 09:00 AM	Clarification End Date	21-Jan-2020 09:00 AM
Bid Submission Start Date	27-Dec-2019 09:00 AM	Bid Submission End Date	18-Feb-2020 03:00 PM
Pre Bid Meeting Date	07-Jan-2020 03:30 PM		

Corrigendum:1

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
EXTENSION OF LAST DATE OF BID SUBMISSION	LAST DATE FOR SUBMISSION OF BID HAS BEEN EXTENDED TO 04 FEBRUARY, 2020 UPTO 1500 HRS.	20-Jan-2020 04:00 PM	Social Media Management.pdf	180.55

Critical Dates

Publish Date	27-Dec-2019 09:00 AM	Bid Opening Date	04-Feb-2020 03:30 PM
Document Download/Sale Start Date	27-Dec-2019 09:00 AM	Document Download/Sale End Date	04-Feb-2020 03:00 PM
Clarification Start Date	27-Dec-2019 09:00 AM	Clarification End Date	21-Jan-2020 09:00 AM
Bid Submission Start Date	27-Dec-2019 09:00 AM	Bid Submission End Date	04-Feb-2020 03:00 PM
Pre Bid Meeting Date	07-Jan-2020 03:30 PM		

Details Before Corrigendum

Critical Dates			
Publish Date	27-Dec-2019 09:00 AM	Bid Opening Date	22-Jan-2020 03:00 PM
Document Download/Sale Start Date	27-Dec-2019 09:00 AM	Document Download/Sale End Date	21-Jan-2020 03:00 PM
Clarification Start Date	27-Dec-2019 09:00 AM	Clarification End Date	21-Jan-2020 09:00 AM
Bid Submission Start Date	27-Dec-2019 09:00 AM	Bid Submission End Date	21-Jan-2020 03:00 PM
Pre Bid Meeting Date	07-Jan-2020 03:30 PM		



Basic Details

Organisation Chain	Ministry of External Affairs Min. of Ext. Affairs.-Administrative Division		
Tender Reference Number	NAI/ESTT./872/01/2016		
Tender ID	2019_MEA_504861_1		
Tender Type	Open Tender	Form of contract	Rate Contract
Tender Category	Services	No. of Covers	2
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		

Payment Instruments

Offline	S.No	Instrument Type
	1	Demand Draft
	2	Bankers Cheque
	3	Bank Guarantee
	4	As Per Tender Document

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	SELECTION OF AN AGENCY FOR SOCIAL MEDIA MANAGEMENT IN RESPECT OF HIGH COMMISSION OF INDIA, NAIROBI
2	Finance	.pdf	FINANCIAL BID FOR SOCIAL MEDIA MANAGEMENT AMC

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	Fee Payable To	NA	Fee Payable At	NA
Tender Fee Exemption Allowed	NA				

EMD Fee Details

EMD Amount in ₹	25,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	HIGH COMMISSION OF INDIA, NAIROBI	EMD Payable At	Nairobi

Work /Item(s)

Title	NAI/ESTT/872/01/2016				
Work Description	SELECTION OF AN AGENCY FOR SOCIAL MEDIA MANAGEMENT IN RESPECT OF HIGH COMMISSION OF INDIA, NAIROBI				
Pre Qualification Details	AS PER TENDER DOCUMENT				
Tender Value in ₹	5,00,000	Product Category	Info. Tech. Services	Sub category	SOCIAL MEDIA MANAGMENT
Contract Type	Rate Contract	Bid Validity(Days)	180	Period Of Work(Days)	365
Location	the High Commission of India, Nairobi	Pincode	300740	Pre Bid Meeting Place	HIGH COMMISSION OF INDIA, NAIROBI
Pre Bid Meeting Address	02ND FLOOR, JEEVAN BHARATI BUILDING, HARAMBEE AVENUE, NAIROBI	Pre Bid Meeting Date	07-Jan-2020 03:30 PM	Bid Opening Place	High Commission of India, Jeevan Bharati Building

Critical Dates

Publish Date	27-Dec-2019 09:00 AM	Bid Opening Date	22-Jan-2020 03:00 PM
Document Download / Sale Start Date	27-Dec-2019 09:00 AM	Document Download / Sale End Date	21-Jan-2020 03:00 PM
Clarification Start Date	27-Dec-2019 09:00 AM	Clarification End Date	21-Jan-2020 09:00 AM
Bid Submission Start Date	27-Dec-2019 09:00 AM	Bid Submission End Date	21-Jan-2020 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	TENDER FOR SOCIAL MEDIA MANAGEMENT.pdf	SELECTION OF AN AGENCY FOR SOCIAL MEDIA MANAGEMENT IN RESPECT OF HIGH COMMISSION OF INDIA, NAIROBI	288.72

Tender Inviting Authority

Name	Mr. V. V. S. K. Setty , SS/HOC
Address	HIGH COMMISSION OF INDIA, NAIROBI, JEEVAN BHARATI BUILDING, HARAMBEE AVENUE

Tender Creator Details

Created By	Rajesh Swami
Designation	Deputy High Commissioner
Created Date	26-Dec-2019 08:08 PM



**High Commission of India, Nairobi
Administration Section**

Tel: 00254-20-2222566/2222567

Fax: 00254-20-316242,

Email: hcinfo@wananchi.com
adm.nairobi@mea.gov.in

CORRIGENDUM

18.02.2020

Tender Reference Number : NAI/ESTT/872/01/2016

Tender ID : 2019_MEA_504861_1

Description : - Selection of an agency for Social Media Management in respect of High Commission of India, Nairobi.

The last date for submission of above bid has been revised to 03rd March, 2020 up to 1500 hrs.

(V. V. S. K. Setty)
Head of Chanery