



**REQUEST FOR PROPOSAL (RFP) FOR  
ENGAGING SOCIAL MEDIA AND TAXPAYER OUTREACH  
AGENCY**

**F.NO. PUB 1(76)/PR, P&P/2020-21/1155**

**DATE: 05<sup>th</sup> February 2021**

DIRECTORATE OF PUBLIC RELATION, PRINTING & PUBLICITY  
DIRECTORATE GENERAL OF ADMINISTRATION AND TAXPAYER SERVICES  
CENTRAL BOARD OF DIRECT TAXES  
DEPARTMENT OF REVENUE, MINISTRY OF FINANCE  
6TH FLOOR, MAYUR BHAWAN, CONNAUGHT CIRCUS  
NEW DELHI-110001



**DIRECTORATE OF INCOME TAX  
(PRINTING, PUBLICATIONS & PUBLICITY)  
6th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110001**

## **Request for Proposal (RFP)**

The Directorate of Income Tax (PR, P&P) on behalf of the Income Tax Department intends to engage a 'Social Media and Taxpayer Outreach Agency' for undertaking various works as defined in the Scope of Work and subject to other terms & conditions mentioned below in this 'Request For Proposal' (RFP). The selection of agency for Social Media and Taxpayer Outreach would be through an Open Tender Process.

1. This tender is being called through e-tendering process. Bidders are requested to register themselves at <https://eprocure.gov.in/eprocure/app> for participation in the tender and to procure/downloading of the tender documents from the above website. They can also obtain it from the Income Tax Department's official website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in).
2. Bidders are advised to follow the instructions provided in the "Request For Proposal" (RFP) for the bid and "Instructions To Bidder for Online Bid Submission" for online uploading of the bids. They are to go through the general information and Instructions to bidders regarding scope of work and other terms & conditions for clarity.

-Sd-  
JDIT (OSD) (Publicity)

# **Request for Proposal**

Selection of an Agency for Social Media and Taxpayer Outreach (for services related to operation and maintenance of digital media including social media and services related to taxpayer outreach activities) for the Income Tax Department, Ministry of Finance, Government of India.

1. The Directorate Income Tax (PR, P&P), Central Board of Direct Taxes (hereafter referred to in this RFP document as “Directorate”) on behalf of the Income Tax Department (hereafter referred to in this RFP as “ITD”), Ministry of Finance, Government of India invites sealed tenders from reputed, experienced and financially sound agencies for

a. carrying out the Social media communication and taxpayer outreach strategy through the following,

i. Planning the Social media communication and taxpayer outreach strategy in the long, medium and short term with time-bound, tangible and outcome based targets in consultation with the Directorate.

ii. Timely and effective implementation of the long, medium and short term plans with constant feedback to the Directorate on expected and achieved outcomes through creation and publishing of engaging, relevant and in-vogue content.

iii. Operationalization and maintenance of social media communication channels of the ITD.

2. Bidding will be received mandatorily through online system (e-procurement website). The bidders may, if they so desire, submit a hard copy of the same, in addition to the online bid, to the Directorate by depositing the same in a drop box before 6PM on the specified date.

3. Qualifications/ requirements and selection methodology are specified in this Request for Proposal (RFP) document.

4. Bids must be delivered as specified in the Instructions to Bidders of this Request for Proposal (RFP). Late bids will be rejected by this Directorate.

# **Summary**

## **Section I. General Information and Instructions to Bidders**

This Section provides information to help bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contracts. Section I contains provisions that are to be complied without modification.

## **Section II. Technical System Requirement**

This section includes Generic and Technical requirements and scope of work of the project, This Section also contains the list of services and technical specifications of the services to be provided by the successful bidder.

## **Section III. Enclosures**

This Section includes forms to be submitted, duly filed up, signed and stamped by the bidders.

# **SECTION -I**

## **GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**

### **CONTENTS**

- A. **REQUEST FOR PROPOSAL (RFP) SCHEDULE AND CRITICAL DATES**
- B. **INTENT OF THE REQUEST FOR PROPOSAL**
- C. **PROCEDURE AND TERMS & CONDITIONS**
- D. **ELIGIBILITY CRITERIA**
- E. **COMMERCIAL TERMS AND CONDITIONS**
- F. **METHOD OF EVALUATION AND AWARD**

## SECTION-I (A)

### REQUEST FOR PROPOSAL (RFP) SCHEDULE AND CRITICAL DATES

The tentative schedule and critical dates of the RFP are given below:

S.No.	EVENT	DATE
1	Issue/upload of RFP documents on e-procurement.gov.in	5 <sup>th</sup> February 2021
2	Pre- Bid Meeting	12 <sup>th</sup> February 2021 at 1430 hrs
3	Venue for Pre-Bid Meeting	Conference Hall, 5 <sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi
4	Last submission of Proposals/bids	26 <sup>th</sup> February 2021 upto 1200 hrs.
5	Venue for Opening for Technical Bids	Room No. 609, 6 <sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi
6	Opening of Technical Bids& Technical evaluation of bids	2 <sup>nd</sup> March 2021 at 1430 hrs.
7	Date of Presentation for agencies who qualified the Technical Evaluation of bid	4 <sup>th</sup> and 5 <sup>th</sup> March 2021 from 10.30 hrs onwards.
8	Venue of Presentation for qualified agencies	Conference Hall, 5 <sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi / Video Conference
9	Opening of Financial Bid	10 <sup>th</sup> March 2021 at 1430 hrs.
10	Award of Work Order	Approximately 2-3 weeks after the opening of financial bids  <b>NOTE: Services should start from the day succeeding the date of issuing work order.</b>

The Directorate of Income Tax (PR, P&P) reserves the right to amend the schedule and critical dates at any time and at any stage.

# **SECTION-I (B)**

## **INTENT OF THE REQUEST FOR PROPOSAL (RFP)**

The intent of the RFP is to hire an agency for the provision of Social media and taxpayer outreach services for the ITD in addition to operation and maintenance of social media communication channels of the ITD.

The endeavour of the department is to create “Social Awareness” and “tax payer education programs” through pro-active engagement using Social media regarding Income Tax and all related activities among citizens of India so as to educate and empower them and build their high level of trust in the department so that there is an increase in voluntary compliance and overall increase in the tax base. It also envisages to showcase various facilities available for taxpayers and achievements of the Income Tax department which may be for internal or external use.

Tax payer engagement is essentially a long-term relationship. Broadly, this would include:

- Create an overall digital marketing strategy for building awareness and promoting all services of ITD.
- Develop a media plan covering all the effective channels of digital communication including social media to disseminate all campaigns.
- Develop campaign content targeting all types of taxpayers synchronously across different Social media platforms in a symbiotic and cohesive strategy for each important campaign.
- Manage end-to-end execution of the digital campaigns including all social media activities and digital media buying.
- Use analytics and heat maps to understand challenges faced by users in navigating the website and to optimize user experience
- Continuously measure the performance of the campaigns on key metrics and take appropriate measures to optimize campaign effectiveness.
- Submit a monthly/periodic analysis and MIS Report to ITD on the effectiveness of the media strategy and to improve the same.

## **Duration of Appointment**

The term/ duration of work order shall be initially for a period of one (1) year at a time, extendable by a maximum of two (2) more years (one year at a time) depending on the performance of the Agency as per the terms defined in this RFP and approval of the Directorate (in case of renewal, it will be at the same terms and conditions of the original work order including the financial terms of the original work order). The decision of the Directorate in this regard, shall be final and binding on the Agency.

# SECTION-I (C)

## **PROCEDURE AND TERMS & CONDITIONS**

### **1. TWO BID SYSTEM**

The proposal is to be submitted in TWO BID SYSTEM online.

### **2 Technical Bid** should contain the following –

- i. Tender documents (Appendix 1,2,3,4 and 5) duly completed, signed & stamped by the bidder, **but WITHOUT indicating the rate quoted.**
- ii. The Earnest Money Deposit (EMD), as prescribed in Section I(E) of this document.

**NOTE: Only the Technical Bid shall be opened on the date of opening the Technical Bids. If any financial rate is indicated in the Technical Bid, the tender will be rejected outright.**

### **2.1 Financial Bid** should contain the following-

- i. The financial bid/rate offered by the bidder in the proforma as per Appendix 6. Details of rate, applicable taxes& duties etc. and discount if any, quoted by the bidder should be separately mentioned.
- ii. Break-up of the Financial Bid should be submitted.

3. In case of hard copy bids, both the above mentioned bids should be sealed separately, and must be superscribed as “Technical Bid” and “Financial Bid” on the respective covers and thereafter be kept in a third cover and sealed again. This third cover should be superscribed with “CONFIDENTIAL: Request For Proposal (RFP) for selection of an agency for Social Media and Taxpayer Outreach for the ITD”.

4. During the year, if for any reason, the contract with the agency is

terminated or there is breach of contract leading to termination, the bidder which is second in the selection process (as L2) will be given the option to take over the work at the same terms and conditions and rates of the original contract of RFP. In case the L2 bidder is not willing, bidder L3 will be made the same offer, and so on.

5. Bid responses/submissions must be addressed to and submitted at the following address:

- a) For online bid: to be filled up on <https://eprocure.gov.in/eprocure/app>.
- b) For hard copy bids (which bidder may choose to submit in addition to online bids): The bids may be dropped at the drop box situated outside the office of JDIT (OSD) (Publicity), Room No. 624, 6th Floor, Mayur Bhawan, Near Shankar Market, Connaught Circus, New Delhi-110001 before 6PM on the date .

The bidder shall upload a copy of the Demand Draft/Banker's Cheque for EMD online at <https://eprocure.gov.in/eprocure/app> and also submit the Demand Draft/ Bankers Cheque in the name of ZAO, CBDT, New Delhi at Room No. 624, 6th Floor, Mayur Bhawan, New Delhi-110001 before the last date for closure of the bid.

6. All bids are to remain valid for six months from the date of opening of Technical Bid.
7. It will be the bidder's responsibility to check for updated information on the website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) and <https://eprocure.gov.in/eprocure/app>. The Directorate reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the Bidder (s) which, in the sole opinion of the Directorate, best meets its interest.
8. The Directorate reserves the right to solicit additional information from Bidders to evaluate which bid best meets the need of the project. Additional information may include, but is not limited to, past performance records, lists of available items of work that will be done simultaneously with the project and evaluations by this Directorate, personnel, or any other pertinent information.
9. Short listing of the agencies will be made on the assessment of the Technical Bid. Thereafter, the qualified agencies would be asked to make 20 minute Power-Point Presentation before the Screening Committee. The Directorate

will make its decision based on the ability of the Bidder(s) to meet its specific needs, its technical expertise, as per the presentation made by the bidders on creativity, delivery capabilities, response management to references received from general public/taxpayers/target group, past performance experience, system completeness, quality of work-plan to deliver on the engagement besides cost by giving 70:30 weightage to creative presentation & Financial Bid respectively.

10. The decision of the Directorate of Income Tax (PR, P&P) with regard to selection of agency will be final and binding.
11. Successful bidder is required to submit an up-front 'Performance Bank Guarantee' (PBG) @8% of the contract value having a validity of up to 12 months from the date of award of the job. If the tenure of the agency is extended, validity of the Bank Guarantee too will correspondingly change. The PBG is to be submitted from a scheduled commercial bank within 30 days of the Income Tax Department's work order. In addition to this, in case of delay in completion of work as per schedule, agency will stand to forfeit the Bank Guarantee.
12. The EMD of unsuccessful bidders will be returned, as it is, within one month after selection/finalization of agency. No interest will be payable on the EMD.
13. All information contained in the Request for Proposal (RFP), or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent from the Directorate
14. The Directorate reserves the right to either increase or decrease the quantity of any or all the items which are estimated requirements and therefore open to variation. The Directorate reserves the right to terminate the contract at any stage of the work by giving one month's notice to the agency if it is noticed that the delay occurred in any of the activities covered under the contract cannot be made good and will affect the overall work schedule. The Directorate shall, in

- such an eventuality, revoke the Performance Bank Guarantee. The decision of the Directorate shall be final and binding.
15. In case, the bidder/Agency goes into liquidation or there is a change in business/management, it shall promptly intimate the same to this Directorate.
  16. The agency is responsible for completion of the project to the satisfaction of the Directorate.
  17. Not more than one tender shall be submitted by one bidder.
  18. Bidders shall not tamper/ modify the tender form. In case, the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited.
  19. All rates are to be quoted in Indian Rupees only and shall be written in figures and words.
  20. The rates quoted in financial bid, should clearly specify all the applicable taxes. In case, this information is not mentioned in the quotation, it would be presumed that the rates quoted are inclusive of all charges and taxes.
  21. The price quoted by the agency should be all-inclusive including and not limited to scope of work, archival set up, manpower charges, software, digital buying, paid campaign (if any), equipment used and all kinds of associated miscellaneous charges. The price shall remain valid till the entire contract.
  22. Any deviation in rates, prices or terms at any later stage after, acceptance of work order and during validity of the work order, shall lead to forfeiture of the EMD/PBG of the said bidder.
  23. All the charges / any incidental charges, etc. are to be clearly specified and quantified.
  24. For Earnest Money Deposit (EMD), a Banker's Cheque/Demand Draft of Rs.

- 5,00,000/- (Rupees Five Lakhs only) drawn in favor of ZAO, CBDT, New Delhi in support of bid must accompany the Technical Bid in the manner prescribed a para 5 above in the section.
25. In case of non- receipt of EMD by due date, the tender received will be summarily rejected.
26. The Bids will be opened as per notified date, time & venue. After opening of Technical Bid, the qualified bidder will be intimated by email. No communication will be entertained by this Directorate from any bidder/agency regarding the RFP (other than Pre-Bid meeting) as well as regarding the evaluation process (for both- financial and technical bid) and the final award of the contract.
27. No electronic recording device will be permitted during pre-bid meeting/bid opening.
28. If any information or details furnished or withheld by bidders willingly/unwillingly are found to be false at any time during the process of bidding and/or in future, the bid/work allocation of such bidder will be cancelled immediately. The EMD /PBG shall stand forfeited.
29. All the pages of the bid shall have initials of the authorized person as a token of acceptance of all the terms & conditions of this tender.
30. Sub-letting of contract by the Agency is not allowed either in part or full, after award of work order. If any such matter comes to the Directorate's notice, the contract will be cancelled. PBG will be forfeited by giving 7 days' notice to the shortlisted agency.
31. No bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of EMD of the Bidder.

32. The Directorate reserves the right to reject any or all bids or to cancel/ withdraw the Request for Proposal (RFP) or to annul the bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Directorate shall not be subject to question by any bidder and the Directorate shall bear no liability whatsoever consequent upon such a decision nor shall it have any obligation to inform the affected bidder or bidders of the grounds for the Directorate's action.
33. The selected agency shall not use its name, logo or any other information/publicity on content published on social media platform/ Video production of Department.
34. The tender submitted by bidders shall become the property of this Department and participating bidder shall have no right/obligation to ask for return of the same.
35. Canvassing in connection with the tenders in any shape/way/form is strictly prohibited and tenders submitted by such bidders who resort to canvassing shall be liable for rejection by the Directorate.
36. Notifications of Award of Contract will be made in writing by registered post/speed post or by email to the successful bidder by the Directorate. The notification of award shall mean the allocation of work contract to the successful agency.
37. Failure to accept the work order/non-commencement of work within the prescribed period shall entail automatic cancellation of the work order and forfeiture of the EMD.
38. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
39. Arbitration: In case of any dispute between the Agency and Department arising out of or in relation to the contract, the dispute shall be governed by the provisions of the Indian Arbitration Act 1996 and subsequent amendments therein.

40. Jurisdiction: The courts of Delhi will have jurisdiction over all legal disputes under this contract.

41. Conflict of Interest.

The Agency will warrant the following:

- i. No Conflict of Interest: That agency has no business, professional, personal, or other interest in the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. The bidder must submit certificate in the format prescribed at Annexure-5 of the RFP.
- ii. Termination for Material Conflict: If, in the reasonable judgment of the Directorate, such conflict poses a material conflict to and with the performance of shortlisted agency/bidder obligations under this Agreement, then the Directorate may terminate the Agreement immediately

42. In case of any travel or lodging outside Delhi-NCR required by the Agency for executing agreed Social Media strategy, the Directorate will reimburse the agency as per actuals but only after prior sanction of the Directorate has been obtained for incurring of such expenditure. No separate Agency fees will be payable on this expenditure.

43. In case of any requirement for executing agreed Social Media strategy which is in addition to the scope defined in Section-II (B) i.e., **Scope of work**, the Directorate shall reimburse the Agency as per actuals.

44. The Agency shall be fully responsible for negligence, loss of creative content, unauthorized posting on social media platform or any mischievous deeds etc. by its staff.

45. All equipment and software tools used by Agency shall be of standard usage in the social media industry. The Directorate reserves the right to periodically assess the Agency's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the Directorate. The Agency has to maintain the quality of work and the work shall

be executed/ completed to the entire satisfaction of this Directorate. If the Agency does not complete the work within the stipulated time or desired quality, the same may be got done by the Directorate at the risk & cost of the Agency, without prejudice to any other action that may be taken against the Agency.

46. The Agency shall be liable to pay for any Royalty / license fee or any other fee required to be paid for use of any infrastructure/ hardware/ software for the development, hosting and maintenance of contents/ Social Media. The Directorate shall not entertain the request from the Agency for either reimbursement or direct payment to any third party.

#### **47. FORCE MAJEURE**

The terms and conditions mentioned below shall be subject to Force Majeure which mean and shall include following:

- (i) Any war or hostilities
- (ii) Any riot or civil commotion
- (iii) Any earthquake, flood, tempest, lightning or other natural disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport.

## **SECTION-I (D)**

### **ELIGIBILITY CRITERIA**

1. The bidder must fulfill all the criteria/conditions mentioned in Section-I(C) of this document.
2. The bidder is required to submit a copy of Income Tax Returns of the last three years.
3. The bidder must be engaged in similar kind of work in India or abroad. During the last 3 years, bidder/agency must have successfully completed/involved in handling 360 degree campaign covering brand building, designing/ production of creatives/ commercials for various media including online and digital media (social media, internet marketing, blogs, etc.) in at least three Central Government/Central PSUs/ State Government/Multi-national companies. (Copy of work order/ performance certificate is required to be submitted).
4. The Agency should have an average financial annual turnover (gross) of Rs. 500 lakhs p.a. (Rupees Five Hundred lakhs only) for each of the last 3 years.
5. A copy of last three audited final accounts (FY 2019-2020, 2018-19 and FY 2017-18) should be submitted.
6. The bidder should not have been blacklisted by any government organization. Self-declaration to that effect should be submitted along with the technical bid.
7. The agency should preferably be AAAI certified.

8. The bidder is required to submit following documents:

- a) Copy of PAN card
- b) Copy of GST Registration certificate
- c) Certificate of incorporation/registration

9. In case any of these documents listed above is not submitted, bid shall stand rejected.

# SECTION-I (E)

## COMMERCIAL TERMS AND CONDITIONS

Each bidder is required to accept the following terms and conditions –

1.	<b>Earnest Money</b>	<ul style="list-style-type: none"><li>• Each bidder is required to submit Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs only) in the form of Demand Draft/Banker Cheque from scheduled bank in favor of "ZAO, CBDT, New Delhi, payable at New Delhi".</li><li>• EMD will not be accepted in any other form. Bid without EMD will not be accepted (<u>Bids without EMD will be accepted if, the bidder is exempt by Government of India rules under any category like MSME etc. However, proof of such exemption has to be submitted with the bid</u>).</li></ul> <p>The EMD of unsuccessful bidders will be returned, as it is, within one month after selection/finalisation of agency. No interest will be payable on the EMD.</p>
2.	<b>Prices</b>	<p>The Prices should be quoted in Indian Rupees only. In case, taxes, duties etc. are not mentioned separately in Financial bid, Rates shall be considered as being inclusive of taxes.</p>
3.	<b>Payment Terms</b>	<p>Payment will be released on 3 monthly basis based on successful completion of 3 months commitment and, operation &amp; maintenance on 24 x 7 basis. The Agency should submit three-monthly bills with clear indication and full description of professional fee and applicable taxes, duties, etc. separately along.</p>
4.	<b>Invoicing</b>	<p>All invoices should be raised in the name of Directorate of Income Tax (PR, P&amp;P), Mayur Bhawan, CBDT, New Delhi.</p>
5.	<b>Commencement of work</b>	<p>Services on the existing setup should start from the next day of issuing of the work order.</p>

6.	<b>Performance Bank Guarantee</b>	The successful bidder is required to submit an up-front 'Performance Bank Guarantee' (PBG) @8% of the contract value having a validity of up to 12 months from the date of award of the job. If the tenure of the agency is extended, validity of the Bank Guarantee too will correspondingly change. The PBG is to be submitted from a scheduled commercial bank within 30 days of work order issued by this Directorate.
7.	<b>Penalty Clause</b>	If at any point of time, it is found that the bidder has made a statement which is factually incorrect or if the bidder does not fulfil any of the contractual obligation, the Directorate may cancel the contract with immediate effect, forfeit the EMD deposited by the bidder and/ or debar the bidder from bidding prospectively for a period as decided by this Directorate or take any other action as deemed necessary.

Acceptance of offer of Award of Contract by the successful bidder presumes that the above clauses have been accepted by it.

# **SECTION-I (F)**

## **METHOD OF EVALUATION AND AWARD**

### **Process of Shortlisting, Selection and Final Award**

1. Shortlisting of the agencies will be made on the assessment of the technical bid.
2. Thereafter, the shortlisted agencies mentioned in Para 1 would be asked to make a 20 minute Power-Point Presentation before the Screening Committee on 3<sup>rd</sup> and 4<sup>th</sup> March 2021 for further evaluation. The time and place of presentation will be conveyed subsequently.
3. The presentation made before the Committee will be rated on the basis of the criteria listed in Annexure A. The rating would be for a total of 100 Points. The criteria listed are past performance experience, creativity, strategy, team composition, strategy implementation, response management and social media monitoring system, industry certification and awards. The Screening Committee will evaluate the presentation on the criteria mentioned in Annexure 'A' to this section and only those agencies obtaining more than 70 Points overall, with a minimum of 50% points in each criteria as specified, will be selected for the opening of Financial Bid.
4. Out of these selected bidders as mentioned in Para 3, the final award of contract would be based on a Final Composite Score (FCS). The FCS would be arrived at by allocating 70% weight-age to the performance of the bidder in the pre-defined areas mentioned in Annexure A and 30% weight-age to the Financial Bid.
5. The decision of this Directorate with regard to final award of contract will be final and binding.

## Annexure-A

S.No.	Criteria	Maximum Points
1.	<p><b>Past Performance Experiences-</b></p> <p>i. Similar work experience/ projects with at least 3 Central Government/ Central PSUs/State Government /Multi-national companies</p> <p>ii. One case study of social media marketing campaign using social insights and audience targeting conducted by the bidder.</p>	<p>5</p> <p>5</p>
2.	<p><b>Creativity-</b></p> <p>i. Content creation- Each bidder would be required to present during the presentation,</p> <p style="margin-left: 20px;">a. 1 animated video with voice over,</p> <p style="margin-left: 20px;">b. 1 GIF</p> <p style="margin-left: 20px;">c. 1 still creative</p> <p style="margin-left: 20px;">d. 1 trademark only-music jingle (which could be used as the trademark for ITD)</p> <p>on topics pertaining to taxation which could include, for example,</p> <p style="margin-left: 20px;">a. Importance of paying Advance Taxes,</p> <p style="margin-left: 20px;">b. Importance of filing returns on time,</p> <p style="margin-left: 20px;">c. Moral responsibilities of citizens in respect of tax payments etc.</p> <p>The aforementioned creatives would be evaluated on the importance of underlying content, level of engagement, intuitiveness and informative nature of the creatives.</p>	<p>20</p>

3.	<p><b>Strategy for Social media and taxpayer outreach</b></p> <p>Each bidder would be required to present a Social Media communication and outreach strategy for the entire year.</p> <p>The strategy should encapsulate the entire gamut of proposed activities that the agency intends to undertake during the year across different digital mediums so as to achieve the desired objectives in a cohesive and time-bound manner while being truly faithful to the idea of 360 degree digital and social communication and outreach activity.</p> <p>The strategy may consist of the following subheads or any other criteria deemed fit.</p> <ul style="list-style-type: none"> <li>a) Target group identification strategy</li> <li>b) Social communication strategy</li> <li>c) Content creation strategy</li> <li>d) Social media engagement campaign ideas</li> <li>e) Synergy between and customization for each social media platform</li> </ul> <p>Examples of successful strategies implemented earlier may be used to explain how the same will be customized for the ITD.</p> <p>It would be desirable for the strategy to be viable, innovative, multi-pronged, multi-lingual and amenable to mid-course corrections</p>	20
4.	<p><b>The composition of the Team for performing the terms of this contract</b></p> <p>It would be desirable for the team to be composed of a strong team of creative specialists, technical specialists and strategic advisors.</p>	15

5.	<p><b>Social Communication and Taxpayer outreach strategy implementation</b></p> <p>The agency is expected to present an implementation plan.</p> <p>It is desirable to assure and anticipate healthy, positive outcomes in respect of</p> <p>Growth in number of unique followers/reach on social media handles,</p> <p>Growth in the positive sentiment in conversations and discussions</p> <p>Reduction in the turnaround time for response management,</p> <p>Growth in the amount of creative content posted on the handles and informational campaigns run by the agency.</p> <p>Real-time accessibility and convenience offered by the agency in respect of service hours and delivery timelines for each kind of creative, accessibility of team members in the office of the Publicity Division and number of video conferences scheduled in a year with the Publicity Division for roadmap setting and short and medium term planning.</p>	15
6.	<p><b>Social Media monitoring and response management.</b></p> <p>The rating for social media monitoring and response management would be based on the following desirable factors,</p> <p>a. The number of personnel dedicated for the monitoring and response management system</p> <p>b. Examples of successful implementation of</p>	15

	<p>social media monitoring and response management in other ministries/departments/PSUs/MNCs</p> <p>c. Average turnaround time assured by the bidder to respond to standard queries on social media platforms</p> <p>d. The AI tool that will be proposed, if any, by the agency shall be rated on the following factors</p> <p>i. Cross platform compatibility – The ability to use the tool across different social media platforms</p> <p>ii. Turnaround Time – The expected amount of time taken by the Tool to provide</p> <ul style="list-style-type: none"> <li>▪ accurate</li> <li>▪ humane</li> <li>▪ informative</li> </ul> <p>responses to user queries on Social Media</p>	
<b>7.</b>	<b>Industry certifications, awards and accolades received by the bidder</b>	<b>5</b>
<b>8.</b>	<b>Overall</b>	<b>100</b>

## **SECTION-II (A)**

### **TECHNICAL SYSTEM REQUIREMENT**

#### **CONTENTS**

**A. GOALS AND OBJECTIVES**

**B. SCOPE OF WORK**

## **SECTION-II (A)**

### **(A) GOALS AND OBJECTIVES**

- i. To develop a positive brand image for the Income Tax Department on all social/digital media platforms (including but not limited to Facebook, Instagram, Twitter, Youtube, LinkedIn).
- ii. To widen the reach of the Income Tax Department's reach among different communities on various forums, social media and online platforms and to raise awareness about the latest and important events, campaigns, outreach activities launched by the Income Tax Department etc.
- iii. To broadcast regular tweets/re-tweet/comments/shares etc. on various social media platforms based on press releases issued by the Central Board of Direct Taxes (CBDT)/Income Tax Department (ITD) from time to time as well as to create the infographics, chart, diagrams on the basis of the said press releases.
- iv. To create engagement between the Income Tax Department and the general public via positive conversations and to facilitate a simple and user-friendly communication platform to obtain online feedback.
- v. To communicate with citizens via digital platforms including social media about new policies, initiatives and opportunities created by the Income Tax Department for the people. To allay apprehensions, misconceptions if any, prevailing amongst people and to respond to queries of public on social media platforms of the Income Tax Department.
- vi. To periodically post creatives on social media platforms as part of an education series among the citizens regarding their duty to the Nation, the role of the Income Tax paid by them in the Nation Building and to educate the people about the ethics and benefits of paying Income Tax.

## **SECTION-II (B)**

### **(B) SCOPE OF WORK**

The scope of work is briefly described as follows-

#### **1. Outreach Strategy**

- i. The Media agency shall conduct a detailed market analysis for the tax payer outreach program covering salient features such as identification of target audience, where to promote (i.e. identification of promotion channels), the means to promote and on the basis of the market analysis, the agency shall draft a report on “Taxpayer outreach strategy” roadmap for the FY under consideration for the approval of the Directorate within 14 days of award of contract. This strategy would contain the following,
  - The outcomes that are envisaged/anticipated (% growth factors)
  - A detailed monthly roadmap and a strategic yearly roadmap in order to achieve the outcomes
- ii. The report for the FY shall list the annual calendar of activities including key action items, key deliverables and key inputs/outputs that the media agency envisages to do or achieve. A review of each item in the roadmap shall be done after the year.
- iii. The media agency is required to submit an annual performance report against each of the line items against the Taxpayer Outreach Strategy to the Directorate.
- iv. The agency shall make a detailed study of the existing best practices in taxpayer outreach program such as in Australia, Italy, Brazil, Norway, UK, France etc. and shall, from time-to-time, propose such practices to the Directorate for its approval. It is envisaged that the agency shall study the best practices of at least 6 most prominent case studies of the world during the year under consideration. However, if the Directorate comes across any other such best practice, during the project, then the agency shall study and conduct case analysis and shall present it to the Directorate.

- v. Additionally the agency shall also conduct a detailed study of the best practices available in India such as Mumbai Police and/or Indian Railways and/or Kerala Tourism and/or other government ministries and shall make efforts to replicate them in the taxpayer outreach programs of the Directorate.
- vi. The overall vision of studying the best practices is to bring cutting edge standards in tax payer outreach so as to transform the tax payers into participatory citizens and 'tax compliant' individuals.

## **2. Creative designing/ repackaging of content and posting on Social Media:**

- i. The Agency shall maintain the official Facebook Page, Twitter, You Tube Channel and shall create and maintain LinkedIn, Whatsapp ID and groups and any other social media platform, during the course of contract period. It will set up a complete social media networking management system and manage the same by deploying requisite number of persons with proper qualifications and skill sets. Steps shall be taken by the agency to ensure verification of ITD's handles/pages/channels by the respective social media platform so as to distinguish ITD's handles/pages/channels from non-genuine, unverified handles/pages/channels.
- ii. The Agency would generate, develop and upload creative content on various social media platforms (with due approval of CBDT). It will also recreate or convert the content and repackage the available content. It would be desirable for the bidder to be able to create as many different types of creative content as possible. The content includes but is not limited to
  - 1. graphics,
  - 2. smart art,
  - 3. still creatives,
  - 4. story board,
  - 5. mnemonics,
  - 6. audio,
  - 7. video with voice-over,
  - 8. GIFs,
  - 9. short video clips,
  - 10. 2-D animations,
  - 11. 3-D animations,
  - 12. stop-motion animations, and
  - 13. animation mixed with live-footage

on the topics as instructed by the Directorate on subjects of Direct Taxes and

Income Tax Department's schemes, policies, law and procedures etc.

- iii. The activities listed under this sub-section will have to be executed at periodic intervals, the frequency of which will be communicated by the Directorate of (PR, P&P).
- iv. Repackaging of the content (videos and photographs) into suitable formats (video packages and others) for use on social media platforms.
- v. The Agency must mark all electronic content (text, photo, video or otherwise) as copyright of the Income Tax Department (wherever applicable), and monitor and report its unauthorized use.
- vi. The content will be initially drafted in two languages (English & Hindi) and extended to other officially recognized major Indian languages as per requirement of the Directorate of PR, P&P.
- vii. Regularly create original blogs/ articles/ post related to Income Tax works, milestones and achievements of the Income Tax Department.
- viii. While creating content, platform limitations should be given due care (e.g.-280 character limitation on Twitter, image guidelines on Facebook/ Instagram etc.)
- ix. Compilation of news, events, various campaigns, outreach activities and community involvement by the Income Tax Department should be posted within social media.
- x. Create (#) Hashtags on various topics relating to the Income Tax Department for various Social platform.
- xi. All activities listed under this sub-section are continuous activities and will be published on social media channels only after prior approval of the Income Tax Department from time-to-time.
- xii. Necessary support for creation and management of landing pages, microsite etc. for facilitating online competitions on various social media platforms etc.
- xiii. The agency must integrate social media with the official web-site and vice versa.
- xiv. The agency is required to design social media sections on the website and official portals as required by the Directorate
- xv. The Agency must take prompt steps with social media service providers such as Facebook to close down any non-official Social Media portals which use the Name of Income Tax Department, Government of India or any other variation

thereof, and/or the official logo of the Income Tax Department, or any other use which infringes on the official brand/intellectual property of the ITD.

- xvi. Other anticipated activities but not limited to:
- Manage and act on all related opportunities.
  - Distribute press releases, media announcements to on line media.
  - Utilize social media tools to support day to day image building efforts.
- xvii. The Bidder shall undertake creation and posting of creative posts/ messages etc as required by the Directorate, of the following:
- A Maximum of 25 Facebook posts a week (no limit to the number of shares/likes etc.)
  - A maximum of 50 tweets a week (no limit to the number of re-tweets and responses)
  - A maximum of 7 LinkedIn posts a month.
  - Maximum of four 6- second non-skippable animated videos per month on YouTube.
- xviii. The agency shall undertake, as a performance floor, the following, without fail,
- **Facebook:** A minimum of 2 posts every working day of the year (including Restricted Holidays) and 1 post on every other day (Saturday, Sunday and Gazetted Holidays) on important on-going/upcoming activities, advertisements, new laws, regulations, rules, data, new officers taking charge in the Board, contests, discussions, quizzes and rewards. The videos created on YouTube channel may also be posted and shared.
  - **Youtube:** A minimum of 6 videos to be uploaded on the Youtube Channel every quarter which may consist of informational videos, interviews of retiring officers, animated films, documentaries, docu-series, ceremonial and cultural events held in ITD, 2-D animations, 3-D animations, stop-motion animations, and animation mixed with live-footage.
  - The Agency shall conduct 1 YouTube live session every month on a pre-decided topic. The Agency shall be responsible for the logistical arrangements, equipment related preparations and manpower arrangements for the same. This shall include developing the strategy to maximize viewership, building

interest towards the event through innovative social media posts, generating content on the basis of the inputs of ITD, administering the live session through the use of technicians and ensuring wide dissemination of the sessions.

- **Instagram:** A minimum of 1 Instagram feed post on every working day of the year (including Restricted Holidays), a minimum of 1 Insta Story every week with substantial impressions on important on-going/upcoming activities, advertisements, new laws, regulations, rules, data, new officers taking charge in the Board, contests, discussions, quizzes and rewards. The videos created on YouTube channel may also be posted and shared.
  
- **LinkedIn:** A minimum of 1 LinkedIn post every week which is unique from posts on other social media platforms catering to the professional and office-going community on LinkedIn. The post should be oriented towards the ready-to-use tips/quick bullet points/short updates on officers, tax law, rules, regulations, new developments etc.
  
- The social media channels listed above are an indicative list only, however, any other social channel which is introduced in the market shall be utilized in the similar manner. However, any such other social channel shall be approved by Directorate before implementing the tax payer outreach program on it.

Any unutilized spots of creative content from the list above can be carried forward to subsequent weeks/ months for usage, if required.

### **3. Influencer Marketing:**

- i. Identify influencers from society/ social media and invite them to be endorsers for initiative of the Directorate/ITD.
  
- ii. Maintain a rapport with digitally influential people having a large follower base.
  
- iii. Influencers with credibility and standing specially relating to financial world would be chosen, after due approval of the CBDT.

#### **4. Boosting of viewership on various platforms:**

- i. The Agency would be responsible for enhancing the reach of messages and other activities on various social media platforms through organic and paid media so that the content would reach a large set of targeted audience in real time basis.
- ii. The Directorate will assign a separate maximum budget of INR 6,00,000 (Rupee Six Lakhs only) per month for boosting by the social media platform provider, limited to actuals as billed by the social media platform e.g. Facebook, Twitter, LinkedIn etc., towards paid social media activities.
- iii. The Bidder shall undertake Twitter trending once a month (all-India trending, for a minimum of 2 hours) for the Hashtag suggested by the Directorate. All charges to be included in the financial bid.
- iv. The agency shall create and administer at-the-least 10 “Pre-roll ads” on YouTube(a promotional video message that plays before the content the user has selected) and post them on most watched or popular videos to increase branding and promotion during the year under contract. The pre-roll ads shall be played for all the major campaigns of the ITD including return-filing, advance tax payments, TDS due dates and other flagship programs of the Department. However, this will be carried out whenever considered necessary and as per the directions of ITD

#### **5. Conversation Management and Early Warning System:**

- i. Set up monitoring services based on pre-defined goals.
- ii. Monitoring to be done using proper tracking mechanism to track conversations relating to ITD
- iii. To tap existing or initiate newer conversations on regular basis.
- iv. Tracking conversations, links and blogs about ITD/ Direct Taxes, Benami Law, Black Money Law, CBDT or Income Tax Department  
  
and issues / topics relating thereto.

- v. Tracking sentiments - Positive, Neutral or Negative posts viz-a-viz ITD to be identified and reported.
- vi. Channelizing and drafting a plan to work out and neutralize negative sentiments.
- vii. Segregation of activities into problematic and non-problematic based on various keywords such as tax evasion; black money; defaulter, name of any sensitive search action etc.
- viii. Run (#) Hashtag based discussions frequently with Twitter/Facebook users.
- ix. Based on above, forecasting and signalling, incidences should be highlighted, which may have an adverse negative impact on the image of the ITD. Thus the agency would be responsible for trend tracking analysis and early warning reporting system and response.
- x. Submit weekly reports on the highlights of the analysis and the measures taken to improve the image of ITD.

#### **6. Response Management:**

- i. The agency shall preferably deploy an AI based system for accurate, complete, polite, and prompt feedback mechanism to users via social media platforms.
- ii. The system/agency shall gather inputs from users and respond back to their requests, queries, suggestions etc. based on an FAQ databank available on the ITD's official website and subsequently become competent to respond in an accurate and timely manner.
- iii. The system, when deployed, should be customizable so as to transfer deeper/specific queries to designated authorized officials of the Directorate/ITD on regular basis for their necessary action. User interaction would initially be done in Hindi and English only. It will be extended to other officially recognized languages subsequently on need-based basis
- iv. The system/agency would also moderate the social media channels of the ITD to avoid spam, unauthorized advertisements and inappropriate content.
- v. The agency is also expected to track social media networks for relevant and related key words using social media tracking, monitoring and analysis tools and respond to them appropriately so as to initiate positive conversations on social media sites.

## **7. Enhancing reach of content on Internet and social media sites:**

- i. The agency should be able to develop interesting and innovative content, campaigns, competitions, so as to have proper communication strategy for various social media platform to enhance the reach of content in real time basis. It should also be able to develop the following for educating taxpayers-
  - Awareness about Income Tax Obligations
  - UGC- User Generated Content
  - Tutorials relating to Income Tax provisions and procedures.
- ii. Creation of Standard pages for the ITD
  - Content Management
  - Profile Management
  - Social Networking
  - Cross-channel Synchronization
  - Referrals and Sharing

## **8. Development of Content for Mobile Devices:**

- i. The agency shall ensure that the content and activities on social media platforms do not restrict accessibility of the platform on various mobile devices, different mobile browsers and Operating Systems.

## **9. Branding, advertisement & logo design:**

- i. Agency would be responsible for branding and advertising of Income Tax Department's various schemes and promotion and its image building on social media platforms. The agency will create department's mascot, official song and posts for various Social Media Platforms which will help in brand promotion and brand recall of ITD.

## **10. Social Media Brand Management:**

The Bidder Agency is required to use the following for the branding of the ITD on various social media platforms-

- i. Choose and analyze the right social channels
- ii. Consistency across social media platforms/ channels
- iii. Update social media profiles to keep it relevant and up-to-date.
- iv. Regular review of social media strategy.

- v. Create profile of the ITD for various social media platform.

**11. Archival set-up:**

- i. Agency would be responsible for storage/backup/recovery facility of content and data created by the Agency. The archive set-up thus should have back up storage and would have retention until 12 months from the data of creation of the content.
- ii. The Agency shall handover the entire content archives to the Directorate at the end of every 3 months period.
- iii. The Agency will be responsible in case of any damage/loss of any data. After the completion of the service/term period, the agency will provide all the data along with the software to this Directorate.
- iv. The Agency will also ensure the seamless transfer and handing over of the services, operations and archived data to the successive Agency which is given this work.

**12. Pre and Post establishment support by shortlisted agency:**

- i. The agency should be able to provide 24 x 7 support for making updates on Social Media Platforms of the ITD through its in-house staff.
- ii. A small team of professionals to be stationed at the office of Directorate of Income Tax PR, P&P, CBDT to enable quick response during office hours.

**13. Approval from the Directorate regarding publishing/uploading the content/videos etc. on various social media platforms:**

The shortlisted agency is required to get the prior approval of the Directorate via email, for any kind of creations/creatives/videos/content etc. for uploading/publishing on the various social media platforms.

**14. Miscellaneous**

- i. The Media agency shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the department, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the agency may lead to disqualification of the agency or termination of the contract.

- ii. The services on the existing setup should start from the day succeeding the date of issuing work order. The selected bidder/agency must have all the facilities and solution in-house so that the services are operational within the stipulated time frame and kept functional on 24 x 7 basis.
- iii. All other requirements such as essential equipment/ hardware, software, networking including bandwidth etc. will have to be maintained by the selected bidder.
- iv. The creative content includes (but is not limited to) creation of banners, videos including short 10-20 seconds video clips, infographics, animations, mnemonics, creation of GIFs etc. especially for the web and social media platforms. Advertising, branding, mobile application, and other required services etc. will have to be provided by the selected agency. The Agency must have expertise in these works.

**Appendix-1**

(To be furnished on the Bidder's Letter head)

To,

.....  
.....  
.....

**Subject: Bid for Engagement of Social Media and Taxpayer Outreach Agency by the Directorate of PR,P&P-reg.**

**Dear Sir,**

We have read the RFP document dated ..... and agree to accept all the terms and conditions contained in the said document.

2. We also confirm that in the case of deviating from or declining ITD's work order or deliberately/knowingly providing wrong /false information/credentials/documents in support, the ITD reserves the right to terminate/rescind the contract at any stage, forfeit the EMD and Performance Bank Guarantee and other dues of the Agency, if any, and to take any other action as may be deemed fit.

3. Our bid, in conjunction with your acceptance of our proposal shall constitute a binding work order for us.

4. We understand that you are not bound to accept our proposal or to give us any reasons in the extent of rejection of our proposal nor are you required to defray any expenses incurred by us in bidding.

5. We therefore request you to consider our bid for determination of the contract.

Thanking you.

Yours faithfully,

For and on behalf of.....  
Name.....  
Designation.....  
Seal.....

# CHECKLIST

## Appendix-2

### **Documents accompanying the Technical Bid (please cross out Yes/No as the case may be)**

1. Bank draft for Rs. 5,00,000/- (Five Lakhs only) towards Earnest money deposit.  
(Yes/No)
2. Copies of ITRs of last three years.
3. Conclusive and authentic proof to show that the bidder has been engaged in handling 360 degree campaign covering brand building, designing/ production of creatives/ commercials for various media including online and digital media (social media, internet marketing, blogs, etc.) in at least three Central Government/Central PSUs/ State Government/Multi-national companies in India or abroad during the last 3 years. (Copy of work order/ performance certificate is required to be submitted).
4. Statement of annual turnover of the last 3 years showing average financial annual turnover (gross) of Rs. 500 lakhs p.a. (Rupees Five Hundred lakhs only).
5. A copy of last three audited final accounts (FY 2019-2020, 2018-19 and FY 2017-18) should be submitted.
6. Self-declaration to the effect that bidder has not been blacklisted by any government organization.
7. Self declaration to the effect that the bidder agrees not to share the contents of

this RFP with any other organization, including potential sub contractor, without written permission from the RFP coordinator.

8. Details of AAI certification, if any.

9. Copy of PAN card, Copy of GST Registration certificate, Certificate of incorporation/registration

Signature.....  
For and on behalf of.....  
Name.....  
Designation.....  
Seal.....

## Appendix-3

### A. BIDDER/ AGENCY INFORMATION FORMAT

<b>BIDDER/ AGENCY INFORMATION</b>	
<b>Short Responses can be placed within the cells provided in the tables below. Additional information can be attached as appendices, but should be explicitly referred from within the appropriate cells.</b>	
<b>INFORMATION FORM</b>	
<b>GENERAL INFORMATION</b>	
Name of the Bidder/Agency	
Corporate Office	
Address	
Web	
E-mail	
Telephone	
Fax	
<b>COMMERICAL INFORMATION</b>	
PAN	
TAN	
GST	
Certification of incorporation	

<b>PERSON (S) AUTHORIZED TO NEGOTIATE AND MAKE COMMITMENT FOR BIDDER/ AGENCY</b>	
Name and Title	
Address	
E-mail	
Telephone	
Fax	

<b>DESIGNATED TECHNICAL CONTACT FOR RESPONSE CLARIFICATION AND QUESTIONS</b>	
Name and Title	
Address	
E-mail	
Telephone	
Fax	

**B. CUSTOMERS REFERENCE:**

<b>Provide at least three references of customers for similar works/project supplied by you. Please use this format for your response.</b>	
<b>ITEM</b>	<b>RESPONSE</b>
REFERENCE-I	
Company/ Institution Name	
Address	
Scope of Project	
Dates of Engagement	
Contact Name and Title	
E-Mail	
Telephone	
REFERENCE-II	
Company/Institution Name	
Address	
Scope of Project	
Dates of Engagement	
Contact Name and Title	
E-Mail	
Telephone	
REFERENCE-III	
Company/Institution Name	
Address	
Scope of Project	
Dates of Engagement	
Contact Name and Title	
E-Mail	
Telephone	

**INTEGRITY PACT**

**(hereinafter referred to as “The Principal”)**

And

\_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for hiring of agency for social media and tax payer outreach of the Income Tax Department. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

For overseeing and Implementation of Pre-Contract Integrity Pact for procurement of services in the Directorate, two Independent External Monitors (IEMs) have been appointed after approval of the Competent Authority. The details of the IEMs are as follows:-

- i. Vice Admiral Arun Kumar Bahl (Retd.)
- ii. Shri Sudhir Kumar, IAS (Retd.)

## **Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/Additional Information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2-Commitments of the Bidder(s)/ Contractors(s)**

1. The Bidders(s)/Contractors(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidders(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractors(s) will not commit any offence under the relevant IPC/PC Act; further the Bidders(s) /Contractors will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
- d. The Bidders(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers’ as annexed and marked as Annexure.
- e. The Bidder(s)/Contractors(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contacts**

If the Bidder(s)/Contractors (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractors(s) from the tender process or take action as per the procedure mentioned as per eligibility criteria and terms and conditions of Request for Proposal (RFP).

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

## **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

## **Section7: Criminal charges against violation Bidder(s)/Contractors(s)/Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contactor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## Section 8: Independent External Monitor/Monitors

- i. The Principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, ITD.
- iii. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractors(s)/Subcontractor(s) with confidentiality.
- iv. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Board and request the Board to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-Binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- vi. The Monitor will submit a written report to the Chairman, ITD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- vii. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to independent Directors on the **ITD** Board.
- viii. If the Monitor has reported to the Chairman ITD, a substantiated suspicion of an offence under relevant **IPC/PC** Act, and the Chairman **ITD** has not, within the reasonable time taken visible action to proceed against such offence or reported it

to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.

- ix. The word 'Monitor' would include both singular and plural.

## **Section 9- Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months the contract has been awarded.

If any claim is made/lodged during this time, the same be binding and continue to be valid despite the lapse of this pact as specific above, unless it is discharged/determined by Chairman of **ITD**.

## **Section 10: Other provisions**

- a. This agreement is subject to **Indian Law**, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- b. Changes and supplement as well as termination notices need to be made in writing Side agreements have not been made.
- c. If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid.

**Appendix-5**

(To be furnished on the Bidders Letter head)

**No Conflict of Interest**

It is hereby certified that we the \_\_\_\_\_ Agency (name of the Agency) have no business- professional, personal, or other interest-in the representation of our other clients that would conflict in any manner or degree with the performance of our obligations under this Agreement.

We have read the tender document and agree to accept all the terms and conditions contained in the tender document.

For and on behalf of.....  
Name.....  
Designation.....  
Seal.....

**Appendix-6**

**Financial Bid Format**

Item	Cost	
	Amount in words	Amount in figures
Cost of Financial Proposal (exclusive of all applicable taxes) (provide breakup)		
Applicable taxes (provide breakup)		
Total cost of Financial Proposal (including GST and all applicable taxes)		

GST would be payable at the applicable rates as may be in force from time to time.

**For Financial Evaluation, the “Cost of Financial Proposal” for the period will be considered.** This fixed amount should cover costs/expenses of the Media Agency for undertaking work as detailed in the Scope of Work. .

Signature.....  
 For and on behalf of.....  
 Name.....  
 Designation.....  
 Seal.....