



**REQUEST FOR PROPOSAL(RFP)FOR  
HIRING OF MEDIA RESOURCE AGENCY  
F.No. Pub 1(154)/PR, P&P/2018-19  
Date: 07.06.2019**

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

## SECTION I – INVITATION TO BID & INTRODUCTION

### Invitation to Bid

1.1.1 The Directorate of Public Relation, Printing & Publicity(hereinafter referred to as “TheDirectorate” ) under the Central Board of Direct Taxes (CBDT), Department of Revenue (DOR)invites online proposals to prepare a media resource report on daily basis and post it online to CBDT/DOR officials as per the list provided by the CBDT from time to time, within the specified time limits mentioned in this RFP, and to also provide Newspaper Clippings/ Clips of Electronic coverage as and when asked for within the specified time limits,vide this RFP dated XX.XX.2019through CPP Portal <https://eprocure.gov.in/eprocure/app>

1.1.2 This document consists of five Sections as mentioned below:

Section I	Invitation to Bid and Introduction
Section II	Advisory to Bidders
Section III	Instructions to Bidders
Section IV	Scope of Work
Section V	General and Special Conditions of the Contract
Section VI	Annexures

1.1.3 The response to this RFP should be submitted online on or before the date and time specified as per the Schedule for RFP given at Clause 1.1.6 below. The address for communication is given at Clause1.1.7 below.

1.1.4 The Directorate reserves the right to reject any or all the bids, in whole or in part, prior to signing of the agreement, without assigning any reasons, whatsoever.

1.1.5 This Invitation to Bid is non-transferable under any circumstances.

#### 1.1.6 Schedule for RFP

<b>Date of Publication</b>	07.06.2019
<b>Submission seeking Clarification, by the bidding agency, if any latest by</b>	07.06.2019 + 5 days at 1200 hrs.
<b>Pre-Bid Meeting</b>	07.06.2019 + 7 days at 1200 hrs
<b>Clarification to be emailed to the agency on the submitted email id latest by</b>	07.06.2019 + 9 days at 1700 hrs.
<b>Bid Submission Start Date</b>	07.06.2019 + 1 day at 1200 hrs.
<b>Bid Submission End Date &amp; Time</b>	07.06.2019 + 22 days at 1200 hrs.
<b>Technical Bid Opening Date &amp; Time</b>	07.06.2019 + 23 days at 1200 hrs.

The Directorate reserves the right to change the above dates and times.

#### 1.1.7 Address for Communication:

Shri Durgesh Shukla, Dy. Director of Income Tax(Publicity),  
Room no. 622,6th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001  
**Email: ditpublicity@gmail.com**

1.1.8 Bid documents should be prepared and submitted as per the **Bid Preparation and Document Checklist** described in ‘Annexure-C’ not later than the date and time specified in Clause 1.1.6.

## SECTION II - ADVISORY TO BIDDERS

### 2.1 Procedure for Submission of Online Bids on the CPP Portal

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

#### i. Registration

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

#### ii. Searching for tender documents

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

#### iii. Preparation of bids

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

#### **iv. Submission of bids**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers 6 public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

**v. Assistance to bidders**

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

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

**SECTION III – INSTRUCTIONS TO BIDDERS**

**3.1 General**

<p><b>3.1.1 General Instructions</b></p>	<p>(i) All the provisions of this RFP shall be binding on every bidder responding to this RFP.  (ii) The Directorate will select one single entity from all the bids received in accordance with the process of selection as detailed in this RFP.  (iii) The Scope of Work is in Section IV of this RFP.  (iv) The date, time and address for submission of the bid have been given in the Schedule for RFP at Clause 1.1.6 and address for communication at Clause 1.1.7 of this RFP.  (v) Interested bidders are invited to submit their bids as per the Bid Preparation and Document Checklist given at ‘Annexure-C’. Every page of bid document and all its enclosures should be signed with firm’s seal and scanned by the bidder or its authorized representative.  (vi) The Directorate is not bound to accept any or all the bids, and reserves the right to annul the bidding process at any time, without assigning any reason and shall not be incurring any liability to the bidders.</p>
<p><b>3.1.2 Only One Bid</b></p>	<p>(i) A bidder shall submit only one bid. If a bidder submits more than one bid, all such bids of that bidder shall be disqualified and rejected.</p>
<p><b>3.1.3 Earnest Money Deposit(EMD) and Tender Fees</b></p>	<p>(i) Bidders who wish to bid for this RFP need to pay an Earnest Money Deposit (EMD) of Rs.35,000/- (Rupees Thirty-five Thousand only) for participating in this RFP. The EMD shall be in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft from any of the Nationalized/Scheduled Bank in favour of “ZAO, CBDT, New Delhi” and payable at New Delhi.  (ii) A non-refundable Tender Fee of Rs. 100/- (Rupees One Hundred only) is required to be paid in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft from any of the Nationalized/Scheduled Bank in favour of “ZAO, CBDT, New Delhi” and payable at New Delhi.  (iii) If the H1 bidder refuses the work awarded as per Scope of Work under this RFP, the EMD amount of the H1 bidder shall stand forfeited.  (iv) Actual Bankers Cheques/ Demand Draft for the EMD and Tender Fee must be submitted at the Address as mentioned in Clause 1.1.7 before the Technical Bid Opening Date &amp; Time as mentioned in Clause 1.1.6 with name of the bidder and contact details clearly mentioned at the back.</p>

<b>3.1.4 Clarification and Amendment of RFP Document</b>	<p>(i) Bidders may request clarification with reference to the RFP document during the Pre-Bid Meetings as per the 'Schedule for RFP'.</p> <p>(ii) The Directorate may amend the RFP at any time before the submission of bids, by issuing an addendum/ corrigendum on the CPP Portal. This may not be individually communicated to the prospective bidders and shall be binding on all.</p>
<b>3.1.5 Right to Accept or Reject the Bid/s</b>	<p>The Directorate reserves the right to accept or reject any bid/s and to annul the RFP process and reject all such bids at any time prior to award of work, without assigning any reason and thereby will not incur any liability or obligation to bidder/s to inform the grounds for such decision.</p>
<b>3.1.6 Submission, Receipt, and Opening of Bids</b>	<p>(i) The tender shall be submitted Online (complete in all respects) and must be uploaded on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> in the Two Cover system (Eligibility and Financial bid), and bidder must follow the procedure as detailed in the <b>Section II</b>.</p> <p>(ii) The bid shall be submitted Online, with the Signed and Scanned copy of all the required documents in –  <b>Packet -1(Technical Bid) :</b>  Prospective bidder agencies shall upload their signed (along with their seal) , along with only the Technical bid in the format as mentioned in the Annexure-A. Duly filled Checklist (Annexure-C) and Declaration ( Annexure-G) and should also accompany the Technical bid.  <b>Packet-2(Financial Bid)</b> containing Schedule of price bid in the format prescribed in <b>Annexure-B</b>.</p> <p>(iii) All the pages of bid being submitted must be signed and sequentially numbered by the bid, irrespective of nature of content of the documents before uploading. All the mentioned documents should be in .PDF format</p> <p>(iv) Incomplete bids will be summarily rejected.</p> <p>(v) The offers submitted by Telegram/Fax/email/Post shall not be considered. No correspondence will be entertained later in this matter.</p> <p>.</p>
<b>3.1.7 Opening of Financial Bids &amp;Evaluation</b>	<p>Opening of financial bid and its evaluation would be done as per provisions given in Clause 3.3 of this RFP (Process for Award of Work).  Representatives of the shortlisted bidders shall make it convenient to be present on the date and time specified in Clause 1.1.6 for this purpose.</p>

### 3.2 Eligibility Criteria (Pre-Qualification)

Bidder Agencies must conform to the eligibility criteria as described below and shall submit all relevant documents online in support of their eligibility claims, failing which the bid would be summarily rejected:

- a. The media resource Agency must have its contact office in Delhi/NCR region and necessary network/infrastructure setup/staffing to accomplish effective media tracking and Reporting on daily basis.
- b. A partnership Agency must submit the partnership agreement along with the details of its partner/s with respect to clause 3.2(a) and such other relevant details as of assignments handled together.

c. The Agency must have an annual turnover of above Rs. 25Lakh in the last three financial years each, ending with FY 2017-18. Copies of audited balance sheets for last 3 financial years, ending with FY 2017-18, attested by the authorized signatory must be submitted as evidence of claim along with the bid.

d. Evidence of at least three years of experience in the field of media tracking for any Ministry or Department of the Government of India or Government of India PSU/Authority.

e. The Agency must have successfully executed at least three work orders of similar nature in the past three financial years and the current financial year upto the date of publication of this RFP, of a minimum value of Rs. 5 Lakh each.

f. The Agency should not have been blacklisted by or to work with any Ministry or Department of the Government of India or Government of India PSU/Authority.

### **3.3 Process for Award of Work**

Evaluation of the bid document will be carried out by a Bid Evaluation Committee. Eligible bids will be put through Quality and Cost Based System (QCBS) method as illustrated in Annexure-D. In QCBS, a Final Weighted Combined Score will be calculated on the basis of separate evaluations of the Technical Bid (70% weightage) and the Financial Bid (30% weightage).

Only those bids will be accepted & evaluated which are found to be fulfilling all the eligibility/qualifying requirements of this RFP.

A benchmark of 70 marks in the evaluation of the Technical/Eligibility bid would be the criterion for further consideration of the bid. Bidders getting a total of less than 70 marks in Technical evaluation shall not be considered for opening of the Financial bid and their offer will be disqualified.

The accepted Eligible bids will be considered as “shortlisted”.

Only shortlisted bids will be considered for financial evaluation.

The bidder with the highest final weighted combined Score will be declared as H1 i.e. the Selected Bidder as per the evaluation methodology detailed in the Annexure-D.

The H1 bidder will be identified as the selected Agency for award of work. If the H1 bidder refuses to carry out the work awarded as per scope of work under this RFP at the rates quoted by it, the EMD amount submitted by it will stand forfeited.

As regard any aspect(s) of the Bid Evaluation, the decision of the Bid Evaluation Committee shall be final and binding.

## **SECTION IV – SCOPE OF WORK**

The selected bidder (hereafter referred to as the “Agency”) will provide the media resource services to CDBT/DOR as per the scope defined herein below:

4.1 The Agency will conduct a nation-wide comprehensive search and present a daily update in softcopies in respect of relevant news reports and content with regards to Income Tax Act, 1961, The Benami Transactions (Prohibition) Act, 1988, Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015 and other matters related to Direct Taxes as required by the Directorate.

4.2 The summary of daily reportage should be sent in .jpeg/.pdf formats. The agency should provide update on electronic clips on daily basis and CD/DVD/any other electronic media as may be specified by the Directorate of the same should be provided on demand by CBDT/DOR.

4.3 The update must be a detailed report covering the entire gamut of media that will include including but not limited to, as per specifications of this Directorate, as under:

i. Print: At least 125 important national, local and vernacular dailies in English, Hindi & regional languages covering 50 major cities, and having circulation of at least 50,000 copies per day as per DAVP/BOC records.

ii. At least 25 important News and other Business magazines and Journals - weekly, fortnightly, monthly & bi-monthly issues.

iii. Electronic: at least 30 important National and Regional TV news channels.

(a) The Agency will provide Television content tracking in the form of a Daily Report in a Spreadsheet format for the news/program broadcast during the last 24 hours in the TV Channels (list will be provided at the Directorate at the time of signing of agreement with the successful bidder).

(b) The recording of any of the desired news/program broadcast is to be provided ON DEMAND basis.

iv. Digital/Online/Social Media: at least 25 important Online news & magazines, Facebook, Twitter, blogs, micro-sites, social network sites, etc. which will not be limited to e-paper of the dailies mentioned in Clause 4.3 (i) of this RFP.

4.4 The Agency will provide the desired clips on a CD on the same day. Any request by the Directorate for a backdated news/program clip, the CD must be provided within a day of raising the demand by the Directorate.

4.5. Tracking of TV Channels, other than aforesaid 30 channels, will be tracked when the previous prompt is given by this Directorate for a particular channel. The Directorate will give such demand at least 6 hours prior to the telecast, except in case the telecast is expected during 0000 hours till 0600 hours where prior information will be given at least 8 hours before the telecast.

4.6 Agency should also note that the Directorate reserves the right to make any changes in the list provided, of any or all of the aforesaid media, as and when deemed necessary. Please note that no extra charges will be paid for the same.

4.7 Agency shall provide the website link, username and password to the Directorate for searchable database for all media clippings.

4.8 The Agency is required to submit the following reports:

S.No.	Activity Report	Delivery Time
1.	Update Report on Print Media along with list of news and publications	Daily by 0900 hrs.
2.	Update on Electronic Media along with list of news and Channels	Daily by 1300 hrs.
3.	Update on Online/Digital & New Media	Daily by 1300 hrs.

4.	Final Report including National & Regional updates and web news	Daily by 1600 hrs.
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4.9 The Agency must provide the translation facility from regional languages to English & Hindi on demand.

4.10 The Agency will also offer all the clips on CDs/DVDs/any other electronic medium as specified by the Directorate on monthly basis to CBDT/DOR with the archive of the news reports for the previous month in the first week of every next month (i.e., for January in first week of February, for February in the first week of March, and so on). The Agency will also provide full access to the Directorate to the archives of Clippings.

4.11 The daily update report will be sent to the email addresses of the officials of CBDT/DOR (as per the list provided by the Directorate from time to time).

## **SECTION V – GENERAL TERMS & CONDITIONS**

The general terms and conditions would be as follows:

- a. The initial contract will be for one year, extendable on performance being found satisfactory for a further period of one year at a time but not more than twice on mutual agreement. During the period of such extensions, the terms and conditions of the contract will not be changed.
- b. The selected Agency will have to deposit Performance Security Deposit of Rs.1,00,000 (Rupees One Lakh Only) in the form of Account Payee Demand Draft or Bank Guarantee issued by a Nationalized/Scheduled Bank in favour of "ZAO, CBDT, New Delhi" and payable at New Delhi.
- c. No advance payment will be made to the Agency for any assigned work under any circumstances.
- d. In case it comes to the notice of the Directorate that news reports/media clippings regarding the subject matter and its related activities have not been reported on the same day to CBDT/DOR the Agency will be penalized for such faults as per the following parameters:
  - (i) First fault: warning and 2% of the monthly charges for services under this RFP.
  - (ii) Second fault: warning and 4% of the monthly charges for services under this RFP.
  - (iii) Third fault: Cancellation of the contract.
- e. Except with the prior written consent of the Directorate, the Agency shall not at any time communicate to any person or entity any confidential information acquired in the course of the rendering of services, nor shall the Agency make public any such information gathered in the course of, or as a result of, such Services.
- f. In the event of a dispute between the Agency and the Directorate, the decision of the Additional Director General, the Directorate of Public Relation, Printing & Publicity shall be final and binding.
- g. The Directorate reserves the right to reject any bid at any stage of bidding without assigning any reason whatsoever.

## **SECTION VI - ANNEXURES**

## 6.1 FORMATS FOR BID PROPOSALS

Annexures to this RFP to guide the bidders are as follows:

1.	Technical Bid Format	Annexure-A
2.	Financial Bid Format	Annexure-B
3.	Checklist	Annexure-C
4.	Evaluation Methodology	Annexure-D
5.	Draft Agreement	Annexure-E
6.	Performance Security Deposit	Annexure-F
7.	Declaration	Annexure-G

Sd/-  
Durgesh Kumar Shukla  
DDIT (Publicity-1)  
O/o ADG(PR, P&P)

**TECHNICAL BID FORMAT**

1. Every document submitted in support of the bid proposal must be self-attested and signed with the firm's seal and shall be numbered.
2. The Checklist must be properly filled and signed alongwith the firm's seal. Page number shall be marked against each item in the Checklist.
3. The Technical bid will be evaluated on the following three parameters as per the indicated weightage:

**3.1 Profile of the Agency(25 Marks)**

- 3.1.1 Name and contact details of the Agency.
- 3.1.2 Type of the Agency (proprietorship/partnership or company) with the Agency/Company's Registration Certificate.
- 3.1.3 Brief Organizational & Management profile.
- 3.1.4 Network (whether having own office or affiliate offices) in State Capitals/ Metro/Major cities [upto a maximum of 10 Marks].
- 3.1.5 Infrastructural setup/technical support (number of computers, scanners, broadband facilities, etc. in each of its offices across the country) [upto a maximum of 10 Marks].
- 3.1.6 Manpower Available (Please also separately indicate the number of employees proposed to be engaged for this project) [upto a maximum of 5 Marks]

**3.2 Services(60 Marks)**

- 3.2.1 Media Database - Lists of important newspapers, magazines, TV Channels and websites/new media that will be tracked daily on pan-India basis:- The list shall include at least 125 important national, regional and vernaculars newspaper dailies (English, Hindi and regional languages) in major 50 cities and having circulation of at least 50,000 copies per day (as per DAVP/BOC records);at least 25 important News and other Business Magazines and Journals; at least 30 important TV Channels (20 national and 10 Regional channels); at least 25important Online news & magazines, Facebook, Twitter, blogs, micro sites, social network sites, etc. [upto a maximum of 15 Marks].
- 3.2.2A summary/gist of a sample periodic/daily Media Tracking Report submitted by the Bidding Agency to any Ministry or Department of Government of India or Government of India PSU/Authority should also be submitted [upto a maximum of 25 Marks].
- 3.2.3 Number of cities that would be media tracked daily by the Agency. [upto a maximum of 5 Marks].
- 3.2.4 Translation facilities [upto a maximum of 10 Marks].
- 3.2.5 Availability and periodicity of Archive facility [upto a maximum of 5 Marks].

**3.3 Work Experience (15 Marks)**

- 3.3.1 Relevant Experience with summaries of previous projects completed, of similar scope of work. At least 3 work orders of previous assignments of similar scope executed in the past three financial years and the current financial year upto the date of publication of this RFP, each of a minimum value of Rs. 5 Lakh. Provide self-attested copies of work orders as evidence. [upto a maximum of 9 Marks].
- 3.3.2. Attested appreciation certificate(s) by the client on their letterhead regarding successful and satisfactory execution of such assignments. [upto a maximum of 6 Marks].

**FINANCIAL BID FORMAT**

The charges for each component without any conditionality should be indicated clearly in tabular forms given below:

**Media Tracking**  
**PART A**

S.No.	Items	Monthly Rates (in Rs.)
1.	Charges for tracking at least 125 newspaper dailies across 50 major cities and having circulation of at least 50,000 copies per day (as per DAVP/BOC records)	
2.	Charges for tracking at least 25 News and other Business Magazines and Journals(Weekly, fortnightly, monthly and bimonthly)	
3.	Charges for tracking at least 30 National and Regional TV news channels (20 National and 10 Regional)	
4.	Charges for tracking at least 25 websites/digital and online media/ new media: Online news & magazines, Facebook, Twitter, blogs, micro sites, social network sites, etc.	
5.	Charges for Archiving facility with periodicity	
	<b>Total (A):</b>	
	<b>Taxes as applicable:</b>	
	<b>Grand Total:</b>	

**PART B**

S.No.	Items	Rates exclusive of taxes (in Rs.)	Taxes as applicable (in Rs.)	Rates inclusive of taxes (in Rs.)
1.	Rate per CD/DVD (to be provided on demand for Electronic media/Tracks) {Rate shall not be more than Rs. 100/- per CD/DVD containing media clip of upto 30 mins of content}	Rs. 100/- per CD/DVD		
2.	Per word Rate for translation from Regional languages to English/Hindi or Hindi/English to regional languages will be paid as per approved rate of DAVP (now BOC)* or at Rs. 1.50 for translation per word, whichever is less.			

\* The Agency shall ensure that the translation is appropriate and not in any way deviating from the Master Creative, on the basis of which the translation is being rendered. In the event of any deviation or use of inappropriate language, payment for adaptation at 'd' above and transaction shall be summarily rejected.

**Note:**

- (i) Only the“Total” (A) of Monthly Rates provided in PART A above shall be considered as Financial Bid Quote and will be used for computing Proportionate Financial Score& Weighted Financial Score.
- (ii) Rates provided in PART B above will not be used while considering/calculating Financial Bid Quote, Proportionate Financial Score & Weighted Financial Score.

**CHECK LIST**

S.No.	Particulars Enclosed	Yes/No	Page No. of bid document
1.	Processing Fee of Rs. 100/- (Scanned photocopy of Bankers Cheque /Demand Draft has to be submitted with Technical Bid)		
2.	EMD of Rs.35,000/- (Scanned photocopy of Bankers Cheque /Demand Draft has to be submitted with Technical Bid)		
3.	Name &Registered Address of Agency		
4.	Contact office of Agency in Delhi/NCR		
5.	Document in support of nature of Agency (whether it is Proprietorship Agency, Partnership Agency or Company)		
6.	Certificate of Registration		
7.	Brief Organizational & Management profile		
8.	Audited Statements of Turnover of over Rs. 25 Lakh per year for the last 3 financial years ending 2017-18		
9.	Network available in State Capitals/ Metros/ Major cities – a) Own Office b) Affiliate Office		
10.	Details of Infrastructural Setup/Technical support (Number of Computers, Scanners, Broadband facilities, etc.)		
11.	Manpower Available (Please also separately indicate the number of employees proposed to be engaged for this project)		
12.	Details of Professionals in support of claim of having translation facility		
13.	A summary/gist of a sample periodic/daily Media Tracking Report submitted to any Ministry or Department of Government of India or Government of India PSU/Authority		
14.	Three Work Orders of previous similar projects of a minimum value of Rs.5 Lakh each, executed in past three financial years and the current financial year upto the date of publication of this RFP.		
15.	Experience certificate by the client department on their letterhead for successful completion of Work Orders		
16.	Undertaking (Annexure-G)		

**NOTE**

- (I) All the above documents shall be signed (along with firm's seal) and thereafter scanned and uploaded by the bidder.
- (II) Actual Bankers Cheques/Demand Drafts should be submitted to the Directorate of PR,P&P at the address mentioned in clause 1.1.7 before the Technical Bid opening Date & Time as mentioned in Clause 1.1.6, with name of the Bidder and Contact details clearly mentioned at the back.

## EVALUATION METHODOLOGY

**Evaluation of the bid document** will be carried out by a Bid Evaluation Committee. Eligible bids will be put through Quality and Cost Based System (QCBS) method. In QCBS, a Final Weighted Combined Score will be calculated on the basis of separate evaluations of the Technical Bid (70% weightage) and the Financial Bid (30% weightage).

### **A. Technical Evaluation:**

#### **Scoring Benchmark**

1. A benchmark of 70 marks in evaluation of the Technical bid would be the criteria for opening of the Financial bid. Eligible Bidders getting less than 70 marks in Technical evaluation shall not be considered for opening of their Financial bid and offer will be disqualified. Financial bids of such disqualified bidders would be returned unopened after the completion of the bid process. The marks received will be converted into a Weighted Technical Score.

2. The marks will be calculated up to 2 decimal points.

3. The bidder will be required to make a presentation in support of its Technical Bid before a Committee constituted by the Directorate.

#### **Scoring Methodology:**

**Weighted Technical Score:** The Weighted Technical Score of the bidders will be proportionately computed as per the following formula:

$$= \frac{\text{Marks of the bidder} \times 70}{\text{Marks of highest bidder}}$$

#### **An Illustrative Example -**

Bidder A, Bidder B and Bidder C submit their technical bids. According to the evaluation criteria, these bids will be evaluated as follows:

##### **Bidder A**

Parameter as in Annexure-A	Bidder A's		
	Marks	Total Marks (out of 100)	Total Weighted Technical Score
3.1	20/25	20+50+10 = 80	$\frac{80 \times 70}{80} = 70$
3.2	50/60		
3.3	10/15		

Bidder A's total marks is 80.00 ( $\geq 70.00$ ). Bidder A will therefore be eligible for consideration of the Financial bid.

##### **Bidder B**

Parameter as in Annexure-A	Bidder C's		

	Marks	Total Marks	Total weighted Technical Score
3.1	15/25	15+47+10 = 72	$\frac{72}{80} \times 70 = 63$
3.2	47/60		
3.3	10/15		

### Bidder C

Parameter as in Annexure-A	Bidder B's		
	Marks	Total Marks (out of 100)	Total weighted Technical Score
3.1	10/25	10+40+10= 60	Not computed as total marks is less than 70
3.2	40/60		
3.3	10/15		

Bidder A's and Bidder B's marks is more than 70 each. Therefore, both are qualified for consideration of their Financial Bid. Bidder A's marks, being the highest, is given Weighted Technical Score of 70. Bidder B's Weighted Technical Score is 63. Bidder C's total marks is 60.00 (<70.00). Bidder C will therefore not be eligible for consideration of the Financial Bid.

### B. Financial Bid Criterion & Weightage:

(Please note that **Only the "Grand Total" of Monthly Rates provided in PART A of Financial Bid Format in Annexure – B of this RFP shall be considered for evaluating Financial Bid.**)

#### Weighted Financial Score:

For evaluation of the Financial bid, the lowest bidder will be given a score of 100. The Weighted financial Score of other bidders will be proportionately computed as per the following formula:

$$\text{Weighted financial score (Upto 2 decimal points)} = \frac{\text{Lowest Bidder's quoted price}}{\text{Bidder's quoted price}} \times 100 \times 0.30$$

For example, if the lowest bid price is Rs. 100, the lowest bidder will get a weighted financial score of 100. If the second lowest bid is Rs. 150, the bidder will get a Weighted Financial Score of  $(100/150) \times 0.30 = 19.99$ .

### Calculating the Final Weighted Combined Score(s)

The Final Weighted Combined Score will be calculated as the sum of the Weighted Technical Score and Weighted Financial Score as shown in the illustrative example below. The short-listed Agencies will be ranked as H1, H2, etc. (score calculated up to 2 decimal points) based on decreasing order of Final Weighted Combined Scores. H1 (highest Final Weighted Combined Score) will be declared as the Selected Agency.

### Illustrative Example:

Bidders A, B and C, have marks of 80, 72 and 60 marks respectively in their technical bid. The Financial bids of the technically qualified bidders are as follows: A = Rs. 5 Lakh, and B = Rs. 10 Lakh.

The Final Weighted Combined Score(s) for A, B and C will be calculated in the following manner:

1	2	3	4	5	6	7
Bidder	Technical Marks	Weighted Technical Score	Financial Bid Quote (in Rs. Lakh)	Weighted Financial Score	Final Weighted Combined Score (S=col. 3 + col. 5)	Ranking
A	80	70	5	30	100	I
B	72	63	10	15	78	II
C	60	<i>Not to be considered for opening of Financial bid</i>				

Since bidder A has the Highest Final Weighted Combined Score (S=100), it will be declared as H1 i.e. Successful Bidder.

In case the Final Weighted Combined Score is the same for more than one bidder, the bidder with the higher Proportionate Financial Score will be awarded the contract.

**Draft Agreement**

**Agreement for Hiring of Media Resource Services for the Directorate of Public Relation, Printing & Publicity, New Delhi**

**Project Name: "Hiring of Media Resource Services for CBDT/DOR"**

**Agreement for RFP dated 07.06.2019**

Between

**Directorate General of Public Relation, Printing & Publication, Government of India  
Headquarters: Mayur Bhawan, Connaught Circus, New Delhi - 110001**

and

**(Selected Agency) \_\_\_\_\_**

**Preface**

- The Agreement consists of two parts: the Form of Agreement to be signed by the Subscriber and the Agency including the General Terms & Conditions and the Appendices.
- The General Terms & Conditions of the Agreement shall not be modified.

Dated:

**Form of Agreement**

This AGREEMENT (hereinafter called the "Agreement") is made on the [number] day of {name of the month} month of 2019, between, Directorate of Public Relation, Printing & Publicity, CBDT, hereinafter called the "Subscriber" which shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors and permitted assigns of the First Part;

And

M/s. \_\_\_\_\_ an Agency (including a Company incorporated under the Companies Act, 1956) and having its Offices at \_\_\_\_\_, \_\_\_\_\_, New Delhi/NCR region which shall hereinafter be referred to as the "Agency" which term and expression shall mean and include his heirs, executors, successors, legal representatives, administrators of the Second part;

Both Subscriber and Agency shall individually be referred to as "Party" and together as "Parties".

**Whereas:**

Whereas the Subscriber is an attached office of Central Board of Direct Taxes, Government of India. The Agency represents that they are well established organization in providing media tracking services to various Government, semi-Government and private sector organizations.

Whereas the Subscriber has expressed its intent to hire an Media Resource Agency vide Request for Proposal (RFP) in \_\_\_\_\_, 2019.

NOW THEREFORE, the SUBSCRIBER is desirous of availing the services of the Agency in relation to media tracking in accordance with the terms and conditions stipulated herein. It is deemed necessary for both the parties to enter into this agreement and finalize the terms and conditions of the agreed services in writing.

NOW THEREFORE, in consideration of the mutual agreement of the Parties, the sufficiency whereof is hereby acknowledged and for other good valuable consideration, the Parties agree as follows:

## **1. SCOPE OF SERVICES**

The Agency will provide to the Subscriber the media tracking services as per the scope defined here below:

1.1 The Agency will conduct a nation-wide comprehensive search and present a daily update in soft copies on appropriate news reports and content with regards to Income Tax Act, 1961, The Benami Transactions (Prohibition) Act, 1988, Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015 and other matters related to Direct Taxes as required by the Subscriber.

1.2 The summary of daily reportage should be sent in .jpeg/.pdf or video formats.

The agency should provide update on daily basis on email and CD/DVD/any other electronic medium as may be specified by the Subscriber of the same to be provided on demand by the Subscriber.

1.3 The update must be a detailed report as per the Subscriber specifications covering but not limited to, as per Subscriber specifications:

### **1.3.1. Print:**

- i. At least 125 important national, local and vernacular dailies in English, Hindi & regional languages covering 50 cities (Annexure-I of this Agreement).
- ii. At least 25 important News and other Business magazines and Journals -Weekly, fortnightly, monthly & bi-monthly issues (Annexure-II of this Agreement).
- iii. At least 25 important online newspapers and magazines.

### **1.3.2. Electronic: 30 important National and Regional TV news channels (Annexure-III of this Agreement).**

- i. The Agency will provide Television tracking in the form of a Daily Report in a Spreadsheet format for the news/programme broadcast during the last 24 hours in the TV Channels listed.
- ii. The content for tracking must include advertisement campaigns of the Subscriber as well.
- iii. The recording of any of the desired news/program broadcast is also to be provided ON DEMAND basis. The Agency will provide the desired clips on a CD or in any other electronic media as may be specified by the Subscriber on the same day. Any request by the Subscriber for a backdate news/program clip, the CD must be provided within one day of raising the demand by the Subscriber.
- iv. Tracking of TV Channels, other than 30 channels mentioned in Annexure-III, will be tracked when the previous prompt is given by the Subscriber for a particular channel. The Subscriber will give such demand at least 6 hours prior to the telecast, except in case the telecast is expected during 0000 hours till 0600 hours where prior information will be given at least 8 hours before the telecast.

### **1.3.3. Digital/Online/Social Media: 25 important Online news & magazines, Facebook, Twitter, blogs, micro-sites, social network sites, etc. (Annexure-IV) which will not be limited to e-paper of the dailies mentioned in Annexure-I of the Agreement.**

1.4 The Subscriber reserves the right to make any changes in any or all of the media lists attached as Annexure-I, Annexure-II, Annexure-III & Annexure-IV to this agreement as and when found necessary. No extra charges will be paid for same.

1.5 Agency is to provide the website link, username and password to the Subscriber for searchable database for all media clippings.

1.6 The Agency is required to submit the following reports:

S.No.	Activity Report	Delivery Time
1.	Update Report on Print Media along with list of news and publications	Daily by 0900 hrs.
2.	Update on Electronic Media along with list of news and Channels	Daily by 1300 hrs.
3.	Update on Online/Digital & New Media, newspapers & magazines	Daily by 1300 hrs.
4.	Final Report including National & Regional updates and web news	Daily by 1600 hrs.

1.7 The Agency must provide the translation facility from regional languages to English & Hindi on demand.

1.8 The daily update report will be sent to the email addresses of the officials of CDBT/DOR (as per the list provided by the Subscriber from time to time).

## 2. GENERAL TERM & CONDITIONS

The general terms and conditions of this Agreement shall be subject to the general Applicable Laws and any other instruments having the force of law in India, as issued and in force from time to time, besides the following terms and conditions:

2.1. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

2.2. The effective date of the Agreement on which it comes into force shall be the date of signing of this Agreement.

2.3. Unless terminated earlier, the Agreement will be for a term of one year from the effective date of this Agreement and may be extended on the satisfactory performance for a further period of one year at a time but not more than twice on mutual agreement on the same terms and conditions. During the period of such extensions, the terms and conditions of the Agreement will not be changed.

2.4. The Agency will not be paid any advance for any assigned work under any circumstances.

2.5. Any communication required or permitted to be given or made pursuant to this Agreement shall be in writing and in English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person/by e-mail to such an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Agreement.

2.6. In case it comes to the notice of the Subscriber that any news reports/media clippings regarding the organization and its related activities have not been reported on the due day to the Subscriber or reported late/missed any news as per the Annexure-I, Annexure-II, Annexure-III & Annexure-IV of this Agreement, the Agency will be penalized for such faults as per the following parameters:

- (i) First fault: warning and 2% of the monthly charges for services.
- (ii) Second fault: warning and 4% of the monthly charges for services.
- (iii) Third fault: Cancellation of the contract.

2.7. In the event of a dispute between the Agency and the Subscriber, the decision of the Additional Director General of Public Relation, Printing & Publicity, CBDT shall be final and binding.

2.8. In the event of any default by the Agency causing loss or damage to the Subscriber, and failure of the Agency to fulfil its obligations mentioned in para 7 of this Agreement, shall be liable to pay damages to the Subscriber as per the penalty clause, which could be deducted from the payments due to the Agency, if any.

2.9. Except with the prior written consent of the Subscriber, the Agency shall neither at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency make public any such information gathered in the course of, or as a result of, the Services.

2.10. This Agreement may be terminated by either Party by giving 30 days notice in writing to the other Party explaining the reason of termination.

2.11. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **3. FORCE MAJEURE**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

3.1 Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

3.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.3 If a Force Majeure situation arises, the Agency shall promptly notify to the Subscriber in writing, of such conditions and the cause thereof. Unless otherwise directed by the Subscriber in writing, the Agency shall continue to perform its obligations under the Terms & Conditions as reasonably as practical, and shall seek all reasonable alternative means for due performance not prejudiced by the Force Majeure event carrying out of its obligations hereunder.

#### 4. CHARGES FOR SERVICES UNDER SCOPE OF SERVICES

The Subscriber agrees to pay the Agency following charges for the services provided under the Scope of Services stated in para 1 of this Agreement:

##### PART A

S.No.	Items	Monthly Rates (in Rs.)
1.	Charges for tracking at least 125 newspaper dailies across 50 major cities and having circulation of at least 50,000 copies per day (as per DAVP/BOC records).	
2.	Charges for tracking at least 25 News and other Business Magazines and Journals should included in the list (Weekly, fortnightly, monthly and bimonthly)	
3.	Charges for tracking 30 National and Regional TV news channels (20 National and 10 Regional)	
4.	Charges for tracking at least 25 websites/digital and online media/new media: Online news & magazines, Facebook, Twitter, blogs, micro sites, social network sites, etc.	
5.	Charges for Archiving facility with periodicity	
	<b>Total (A)</b>	
	<b>Taxes as applicable (B)</b>	
	<b>Grand Total (A + B)</b>	

##### PART B

S.No.	Items	Rates (in Rs.)	Quantity	Total (in Rs.)
1.	Rate per CD/DVD (to be provided on demand for Electronic media/Tracks) {containing media clip of upto 30 minutes content}			
2.	Per word Rate for translation from regional languages to Hindi/English (on demand)			
	<b>Total:</b>			
	<b>Taxes as applicable:</b>			
	<b>Grand Total:</b>			

#### 5. TERMS OF PAYMENT

The payments to the Agency against its proper pre-receipt bills will be subject to the following terms and conditions:

5.1 Payments will be made on Monthly basis on presentation of pre-receipt bills raised by the agency not before the 1<sup>st</sup> day of every succeeding month. Whenever services are rendered for part of a month, payment shall be made on proportionate basis (considering a month to consist of 30 days).

5.2 Payments to the Agency shall be made electronically only to its Bank account. For this purpose, while forwarding bills, the Agency shall have to give its account details, banker's details, including IFSC Code, etc.

5.3 Payment will be made strictly as per approved rates of the Contract Agreement.

5.4 Payment to the Agency will be made normally within 60 (sixty) days from the date of submission of bills correct and complete in all respect.

5.5 Payments will be made after deduction of due taxes at source and other levies, if any.

## **6. PERFORMANCE SECURITY DEPOSIT**

The Agency will have to deposit Performance Security Deposit (PSD) of an amount of 5% of the annual Contract Value in the form of Bank Guarantee issued by Nationalized/Scheduled Bank in the name of the Agency and hypothecated to the "Z.A.O., CBDT". The PSD should remain valid for a period of 90 days beyond the concluding date of Agreement. In case of further extension of the Contract period beyond the initial term, the Performance Security Deposit will have to be renewed accordingly.

## **7. OBLIGATIONS OF THE AGENCY**

The Agency shall have the following obligations under this Agreement:

7.1. The Agency shall adhere and complete all the assignments in accordance with Scope of Services and terms & conditions stipulated in this Agreement.

7.2. The Agency shall not act in any manner that may cause breach of any of the terms and conditions of this agreement and must not result in any loss and damage to the Subscriber.

7.3 The Agency shall not assign or transfer any of their rights or obligations under this Agreement to any other Agency/Sub-Agency, without prior written consent and permission of the Subscriber.

## **8. OBLIGATIONS OF SUBSCRIBER**

The Subscriber shall have the following obligations under this Agreement:

8.1. The Subscriber shall pay charges for services that become due to the Agency for its satisfactory services provided as per the Scope of Services and the Terms & Conditions specified under this Agreement, without failure or undue delay.

## **9. DISPUTE RESOLUTION & GOVERNING LAWS**

In the event of any question, dispute, breach, termination or validity thereof or any difference whatsoever arising between the parties under this Agreement or in connection therewith relating to the existence, validity and interpretation of this Agreement, it shall be first endeavoured to be settled through informal discussion or negotiations. The following process would be taken up for dispute resolution in the event of informal discussions or negotiations not succeeding:

9.1. The dispute shall be referred to Conciliation and then to Arbitration under the Indian Arbitration and Conciliation Act, 1996 to a sole arbitrator to be appointed by the Directorate, in accordance with the said Act.

9.2. The venue of Arbitration shall be at New Delhi.

9.3. The language of the proceedings (including documentation) shall be in English. Until such award is made, Subscriber and Agency shall both bear the cost of arbitration equally, including the appointment fee. The award of the Arbitrator shall be final and binding on both the parties.

9.4. Governing Law shall be the applicable laws of India and process of amicable resolution, conciliation, and judicial process shall take place in New Delhi.

In witness whereof the parties hereto have executed this Agreement on the {day}, {month} {year} first above written, and shall extend to and bind the parties, their successors, assigns and personal representatives.

For and on behalf of (Selected Agency)

For and on behalf of Directorate of  
Public Relation, Printing & Publicity  
("Subscriber")

Name, Designation and Signature of Witnesses

- 1.
- 2.

Sd/-  
Durgesh Kumar Shukla  
DDIT (Publicity-1)  
O/o ADG(PR, P&P)

***Annexure-F***

**Performance Security Deposit**

PERFORMANCE SECURITYDEPOSIT shall be stamped in accordance with Stamp Act on non-judicial stamp paper bearing the name of issuing Bank , Reference number , Performance Bank Guarantee number and date.

**DECLARATION**

We hereby declare that the details furnished by us in response to this RFP are true and correct to the best of our knowledge and belief and we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that this bid and agreement (if signed) will be liable to be declared void at any point of time.

2. We also certify that we have not been blacklisted by or to work with any Ministry or Department of the Government of India or Government of India PSU/Authority.

Yours sincerely,

Authorized Signature [In full as well as initials]: \_\_\_\_\_

Name and Title/Designation of the Authorized Signatory:

\_\_\_\_\_ of the Agency/Firm:

Address: \_\_\_\_\_

Seal of the agency/firm: \_\_\_\_\_

**\*(This declaration should be printed on the letterhead of the Company/Firm)**