



करदाता सेवा महानिदेशालय
Directorate General of Taxpayer Services
केंद्रीयअप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड
Central Board of Indirect Taxes & Customs
केंद्रीय राजस्व भवन, आई. पी. एस्टेट,
Central Revenue Building, I.P. Estate,
नई दिल्ली-110 109
New Delhi- 110 109



Date:-04/03/2022

Notice

DGTS is organizing an Open House Meeting inviting suggestions regarding the RFP to be floated for “Selection of Communication Agency for CBIC’s Taxpayer Outreach Program” at 1100 Hrs. 09th March, 2022. The draft text of the RFP is attached herewith this Notice. Venue of the meeting is Conference Hall 1st floor, C.R. Building, I.P. Estate New Delhi- 110109.

Suggestions for any modification in the draft RFP may also be sent to AD (Admn) at Email ID dgts-cbic@gov.in.

Any Person/ Party interested in applying for the RFP may join the Open House Meeting.

For issuance of Gate Pass to attend the Open House Meeting interested Person/ Party may contact to Shri Rohit Garg on Mobile No.-8076625153.

-Sd-

Assistant Director
DGTS, New Delhi

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
DIRECTORATE GENERAL OF TAXPAYER SERVICES (DGTS)
CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
C.R. BUILDING, IP ESTATE
NEW DELHI-110109**



REQUEST FOR PROPOSAL (RFP)

For

Selection of Communication Agency for CBIC's Taxpayer Outreach Program

RFP Number:

Date of Publishing RFP:

Last Date of Submission of Bids:

Disclaimer

1. The information contained in this Request for Proposal (RFP) document or subsequently provided is provided to the Bidders on the terms and conditions set out in this RFP.

2. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids. The information contained in this RFP has been provided to the best of knowledge of DGTS and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. This RFP includes statements which reflect various assumptions and assessments arrived at by the Purchaser in relation to the project.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely solely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

4. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DGTS in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DGTS, its officers, employees, advisors or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

5. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the Bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Bids, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees, advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

6. The Purchaser, its officers, employees, advisors or consultants make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

7. The issue of this RFP does not imply that the DGTS is bound to select or appoint a Bidder, as the case may be, for the Project and the DGTS reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

8. The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DGTS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DGTS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Abbreviations

AMC	Annual Maintenance Contract
BSD	Bid Security Declaration
CBIC	Central Board of Indirect Taxes and Customs
DGTS	Directorate General of Taxpayer Services
EMD	Earnest Money Deposit
G2B	Government to Business
GSP	GST Suvidha Provider
PBG	Performance Bank Guarantee
PR	Public Relations
PS	Performance Security
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
SL	Service Level
TAT	Turn Around Time
URL	Uniform Resource Locator

Glossary of Terms (to be amended so as to be in alphabetical order)

1. **“Request for Proposal (RFP)”** means this document and its annexures and any other documents provided along with this RFP or issued during the course (including the Corrigendum, Clarification etc.) of the selection of Bidder.
2. **“The Purchaser”** means the President of India acting through the Director General of Taxpayer Services, Central Board of Indirect Taxes & Customs (CBIC).
3. **“Bidder”** means the party who will be offering the service(s) as required in this RFP. The word “Bidder” when used in the pre-award period shall be synonymous with party bidding against this RFP.
4. **“Proposal”** means the Technical and Commercial Bids (including responses to clarifications sought by DGTS in regards to the proposal) submitted for this project against this RFP.
5. **“Acceptance of Lol”** means the date on which the Bidder accepts the Letter of Intent (Lol) given by the Purchaser.
6. **“Agreement”** means the Master Services Agreement and includes the RFP, the Proposal, the Letter of Award issued by the Purchaser, the Acceptance of Letter of Award from the Bidder together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto.
7. **“Applicable Law(s)”** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party (Purchaser and / or Bidder) and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
8. **“Confidential Information”** means all information including Purchaser's Data (whether in written, oral, electronic or any other format) including taxpayers/trade information available with CBIC, excluding any information already available in the public domain which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learnt by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with the Agreement).
9. **“Agency” or “Communication Agency”** means the service provider whose Bid has been accepted by the Purchaser and with whom the order for “Selection of Communication Agency to CBIC's Taxpayer Outreach Program” has been placed as per requirements and terms and conditions specified in this RFP and shall be deemed to include the Agency's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the agreement.
10. **“Non-Disclosure Agreement”** mean the Non-disclosure agreement executed or to be executed by the Agency with the Purchaser in the format provided by the Purchaser.

11. **"Business Hours"** are the hours during the day in which business of CBIC is usually conducted and is ideally between 09:30 AM and 06:00 PM on any working day. **"Working Hours"** are the hours during the day in which the resources carry out their activities or duties. Hours, otherwise mentioned, would mean clock hours.
12. **"Days"** Unless otherwise specified, "Days" will mean All Working Days.
13. **"Intellectual Property Rights"** means all rights in written designs and copyrights, moral rights, rights in databases and Software / Pre-existing work including its up-gradation systems and compilation rights (whether any of these are registered and including application for registration).
14. **"Parties"** means the Purchaser and the Agency for the purposes of The Agreement and "Party" shall be interpreted accordingly.
15. **"Project / Engagement"**: "Project" or "Engagement" refers to "Selection of Communication Agency for CBIC's Taxpayer Outreach Program" as per the Scope of Work of the Bidder detailed out in this RFP.
16. **"Quarterly Payment"** means payment for services provided by the Agency under the contract. These will be paid on the basis of compliance to Service Level Agreements.
17. **"Scope of Work"** means all Services, and any other deliverables as required to be provided by the Bidder as specified in the RFP.
18. **"Services"** means the services delivered or to be delivered by the Bidder as specified in the RFP and includes any deliverables to be provided as part of the Services or Scope of Work.
19. **"SLA" or "Service Level Agreement"** means the service level agreement specified in Section 6 of the RFP.
20. **"Timelines"** means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP.
21. **"Weeks"** unless otherwise specified, "Week" will mean a Calendar week comprising 7 days.
22. **"Effective Date"** means the date on which this Agreement comes into force and effect.

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1. Notice Inviting Tender

1. Central Board of Indirect Taxes and Customs (CBIC) earlier called as Central Board of Excise and Customs (CBEC) is a part of the Department of Revenue under the Ministry of Finance, Government of India. CBIC was constituted under Section 3 of the Central Boards of Revenue Act, 1963 for matters relating to Indirect Taxation, viz., Customs & Central Excise and mainly deals with the tasks of formulation of policy concerning levy and collection of Customs & Central Excise duties and GST, prevention of smuggling and administration of matters relating to Customs, Central Excise, GST and Narcotics to the extent under CBIC's purview. The Board is the administrative authority for its subordinate organizations, including Custom Houses, Central Excise and Central GST Commissionerates and the Central Revenues Control Laboratory. For more information, refer to CBIC Website (<https://www.cbic.gov.in/>).
2. The Directorate General of Taxpayer Services (DGTS) functions under the overall supervision of CBIC and is primarily responsible for taxpayer outreach. DGTS performs the following major functions:
 - Providing taxpayer information, taxpayer education and taxpayer assistance, and designing and executing outreach programs in coordination with other CBIC formations;
 - Ownership, Content Management & updating information on CBIC website through content owner;
 - Finalizing an appropriate channel strategy to ensure that the service delivery is effective and is accessible to all;
 - Educating the taxpayers as regards their rights and obligations in the matter of tax compliance;
 - Compiling and issuing hand-outs, Guidance Notes, brochures, leaflets, FAQs etc. on various subjects, viz. baggage allowance, refund, drawback, rebate, Project imports, SSI exemptions, appellate remedies including alternate channels like AAR and Settlement Commission for the benefit of taxpayers etc.;
 - Organizing interactive sessions with trade and industry and based on the feedback received, suggest changes in tax laws and procedures to the CBIC;
 - Issuing internal communication aimed at attitudinal refinement of officials from that of regulators to facilitators and service providers;
 - Monitoring and executing the stakeholder consultation process for changes in policy and procedures; and
 - Creating, putting in place and executing an appropriate media policy, including social media.
3. DGTS, on behalf of the President of India, having its Office CR Building, IP Estate, New Delhi 110109, invites Bids against this RFP for "Selection of Communication Agency for CBIC's Taxpayer Outreach Program" from eligible Bidders.

4. Interested Bidders are advised to study this RFP document carefully before submitting their Bids in response to this RFP document. Submission of the Bids in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

5. The RFP document is available on the Central Procurement Portal and can be downloaded by interested Bidders. Any subsequent corrigenda / clarifications shall be uploaded on the CPP Portal: <https://eprocure.gov.in/eprocure/app>. The time, date and venue details related to the pre-bid conference and bid submission are mentioned in the Data Sheet contained in the RFP. The bids shall have to be uploaded electronically on the CPP Portal, with valid digital signatures before the Bids submission deadline. Bids that are received after the deadline will not be considered in this RFP process. DGTS takes no responsibility for issues faced by bidders on the CPP portal for upload of bids or corruption of files on the CPP portal. The Bids shall be evaluated in accordance with the qualification and evaluation criteria to shortlist Bidders as prescribed in the RFP document. DGTS reserves the right to accept or reject any or all of the bids and terminate the RFP process at any stage at its own discretion without assigning any reasons or incurring any liability thereof.

6. **Smt. RashmiVerma, IAS (Retd.)** has been appointed as the Independent External Monitor (IEM) for this RFP. The contact details for the IEM are:-

D-87, Ground Floor,

Panchsheel Enclave,

New Delhi-110017

Email: verma.rashmi@rediffmail.com

2. Data Sheet

Item	Description
Name of the Purchaser	President of India acting through Directorate General of Taxpayer Services
Tender Inviting Authority	Directorate General of Taxpayer Services, Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India
Job Requirement	RFP for Selection of Communication Agency to CBIC's Taxpayer Outreach Program
Method of Selection	The method of selection is Technical Score Cutoff followed by Quality and Cost Based Selection (QCBS)
Availability of RFP Documents	RFP documents shall be available on the Central Public Procurement Portal and CBIC website (URL: http://eprocure.gov.in) & https://cbic.gov.in
Date of RFP issue	**.**.****
Bid Security Declaration	As per format attached in Annexure D of this RFP
Last date for Submission of Pre-Bid Queries	<p>All the queries should be received on or before 1800 hours, through email only with subject line as follows:</p> <p>"RFP for appointment of" Pre-Bid Queries _<Bidder's Name>".</p> <p>The queries should be submitted as per the format prescribed in Annexure A of this RFP. The Pre-Bid queries to be sent to the following Email ID:(dgts-cbic@gov.in)</p> <p>Last date of submission of pre-bid queries **.**.****</p>
Pre-Bid Workshop & Conference Time, Date, & Venue	<p>Date- **.**.****</p> <p>Time- 15.00 Hrs</p> <p>Venue: - Assistant Director, Room No. G-44, Directorate General of Taxpayer Services, CR Building, IP Estate, New Delhi- 110 109.</p> <p>Under the current circumstances, department may choose to organize the meeting virtually. The link for the meeting shall be</p>

Item	Description
	displayed on Central Public Procurement Portal(URL: https://eprocure.gov.in/eprocure/app).
Publishing of Responses to pre-bid queries / corrigendum by CBIC –Date	On or before- **.**.**** Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app)
Last date and time for Bid/Proposal submission (on or before)	Date& Time: **.**.****15:00 Hrs Proposals shall be uploaded in the format and mode as provided for in the Central Public Procurement Portal. No Bids shall be submitted in hard copy to DGTS except the EMD in specified format. Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP and shall be digitally signed by the authorized signatory of the Bidder.
Submission of Physical documentation	Cover 1 having EMD in specified format Bidders shall submit following documents digitally signed by the Authorized Signatory and submitted as a part of Cover 2. <ul style="list-style-type: none"> a) Original signed and stamped hard copy of the Integrity Pact. b) Letter of Authorization for submission of Bid. c) Bid Security Declaration. d) Covering letter. e) Technical Bid. Physical, copies may be sought by DGTS, if required and the Bidder shall have to submit the same.
Pre-Qualification Bid Opening - Time, Date, & Venue	Date& Time- **.**.****15:00 Hrs. Venue: - Room No. G-44, Directorate General of Taxpayer Services, CR Building, IP Estate, New Delhi- 110 109. Venue: This may be done online or through a physical meeting.

Item	Description
	To be intimated later.
Technical Bid Opening -	Within a week of pre-qualified bid Venue: This may be done online or through a physical meeting. To be intimated later.
Date for Technical Presentation by Bidders.	This may be done online or through a physical meeting. To be intimated later.
Commercial Bid Opening -	Within a week of Technical Presentation The date of opening of financial bids will be informed separately to successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive.
Language of Bid Submission	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. DGTS may request the Bidder(s) for an extension of the period of validity of the Proposal(s) up to 90 more days at a time due the time involved in Bid process management. Bidders will have the right to refuse to extend the validity of bids beyond the said 90 days period and to withdraw the bids. The request and the responses thereto shall be made in writing (or by fax or email).
Term period of services	The term period of services shall be valid for a period of 3 year from the Effective date of Agreement. Which may be further extended by DGTS for upto the period of 03 years on the same terms and conditions.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication and seeking clarifications	AssistantDirector, Room No. G-44, Directorate General of Taxpayer Services, CR Building, IP Estate, New Delhi- 110 109. Email ID: dgts-cbic@gov.in

Note: The above dates, time and venue may be altered by the Department at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above Data Sheet is further elaborated in the subsequent sections of this RFP and the information provided in the Data Sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

- Tender documents may be downloaded from Central Public Procurement Portal. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website at <http://eprocure.gov.in/eprocure/app>. Detailed instructions for online bid Submission are provided in Section 6.16 of this RFP Document.
- Tenders and supporting documents shall be uploaded through Central Public Procurement Portal.

3. Structure of RFP

This RFP is meant to invite proposals from interested Bidders capable of delivering the services described herein. This Request for Proposal document consists of the following:

Evaluation Framework, Scope of Work, Instruction to Bidders (Commercial and Bidding Terms) and Agreement (Contractual and Legal term specifications)

4. Evaluation Framework

DGTS shall evaluate the responses to this RFP and evaluate the bidders on “best value bid” basis by using Quality and Cost Based Selection (QCBS) method. Except the public opening of bids, information related to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to any Bidder or any person not officially concerned with such process. The RFP contains the overview of expectation of services of from the Bidder and its sub-contractors are mentioned below:

- (i) The Bidder shall be an established, reputed and reliable Company/LLP registered under laws of India and engaged in the field of Communication and Content creation Services, Social Media Management and online public relations since at least five years.
- (ii) Each bidder is required to have a definitive evidencing engagement of a Sub-contractor– who should be an entity which is empaneled by GSTN as GST Suidha Provider (GSP) and which mandatorily owns and operates a **free** informational website for disseminating knowledge about GST laws/rules/procedures for taxpayers.

4.1 Overview of Evaluation Process

The steps for evaluation are as follows:

4.1.1 Stage 1: Pre-Qualification

- a) DGTS shall open Cover 1 containing Fee/ EMD and if the bidder's documents are found to be in order the bidder will be eligible to move to the next stage. In the next stage, Pre-qualification Bid (para 6.17.2 A refers) shall be opened. The documents should be as per

the prescribed formats in the RFP. Bidders, for whom, all documents are found to be in order shall be eligible to move to the next stage of evaluation.

4.1.2 Stage 2: Technical Evaluation

DGTS will review the technical bids (Para 6.17.2 B refers) of the bidders who have qualified the Pre-qualification criteria.

- a) The bidders' technical proposal shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 4.3.
- b) Each Technical Bid will be assigned a technical score. Only the bidders who get a technical score of 65 percent or more in each section and 70 percent or more overall shall qualify for Commercial evaluation stage. Any bid failing to secure minimum marks shall lead to disqualification of the Bidder at the Technical evaluation stage.

4.1.3 Stage 3: Commercial Evaluation

The commercial bids for the technically qualified bidders shall be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive.

- a) The bid price will exclude all taxes and levies and shall be in Indian Rupees and mentioned separately.
- b) Bids that are not as per terms of the RFP shall be liable to be disqualification at DGTS's discretion.

4.1.4 Stage 4: Final score calculation through QCBS

- a) The final score will be calculated through Quality and Cost based selection method with the following weightage:

Technical: 70%

Commercial: 30%

Final Score = (0.70*Normalized Technical Score) + (0.30* Normalized Commercial Score)

Normalized Technical Score of a Bidder = {Bidder's Technical Score/ Highest Technical Score} X 1000 (adjusted to 2 decimals)

Normalized Commercial Score of a Bidder = {Lowest Total Contract Value/ Bidders Total Contract Value} X 1000 (adjusted to 2 decimals)

- b) The bidder with the highest Final Score shall be treated as the Successful bidder.

- c) In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

4.2 Pre-Qualification Evaluation Framework

S.No.	Eligibility Criteria	Supported Documents to be submitted						
1.	<p>Legal Entity</p> <p>The Bidder must be:</p> <p>a) Incorporated and registered in India under the Indian Companies Act 1956/2013 or LLP registered under LLP Act, 2008</p> <p>b) Should be in operation in India for minimum five (5) years.</p>	<p>Certificate of Incorporation /Copy of Registration Certificate(s)/Copy of GST registration AND</p> <p>Bidder General information as per Annexure F to be included for the Bidder</p>						
2.	<p>Office in Delhi/NCR</p> <p>The Bidder should have an office in Delhi / NCR</p>	<p>Copy of Electricity/ telephone bill in the name of Bidder OR Lease agreements or Certificate from Company Secretary</p>						
3.	<p>Annual Turnover</p> <p>The Bidder must have an average annual Turnover of minimum INR 5crore during the last 3 financial years ending 31st March 2021 from similar services*.</p> <p>Note: Average annual Turnover should be based on consideration of Annual Billing and NOT on overall project value.</p>	<p>Certified true copy of Balance Sheet with Profit & Loss A/c for the year:</p> <p>2020 – 2021 2019 – 2020 2018 – 2019</p> <p>Details be provided in the below format:</p> <table border="1"> <thead> <tr> <th>Financial Year</th> <th>Turnover (in ₹ Crores)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table> <p>The details should be certified by the Statutory Auditor of the Company or Company Secretary</p>	Financial Year	Turnover (in ₹ Crores)				
Financial Year	Turnover (in ₹ Crores)							
4.	<p>Headcount</p> <p>The Bidder must have at least 50 full time communication experts/ designers/ social media experts on its rolls.</p>	<p>Certificate from HR indicating the number of communication experts/ content designers/ social media experts on the full time rolls of the Bidder. HR should also share a declaration containing evidence about EPF submission of such employees over last 6 months.</p>						
5.	<p>Similar Work Experience</p> <p>The Bidder should have handled at least 3 projects involving similar services*, in any sector, with a project fee of at least INR 1 crore, per project, in the last 3 financial years (2020-21, 2019-20, 2018-19).</p>	<p>List of the 10 clients should be provided along with the nature of services provided with particular emphasis of handling posts on social media.</p> <p>Use the format provided in Annexure G</p> <p>AND</p> <ul style="list-style-type: none"> Copy of Work Order and Completion Certificates/ Phase Completion Certificate from 						

S.No.	Eligibility Criteria	Supported Documents to be submitted
		<p>the client; OR</p> <ul style="list-style-type: none"> • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR • Copy of client certificate as documentary proof for the stated criteria and project status; OR • Certificate by the Company Secretary of the bidder for the stated criteria and project status.
6.	<p>Work Experience in Government</p> <p>The Bidder should have handled a minimum of 3 government communication programs (Central Govt. / State Govt./Center/State PSUs/ Autonomous Body), providing similar services, in the last 3 Financial years. Of the 3, at least one program should have a minimum project value of INR 50 lakhs.</p>	<p>Use the format provided in Annexure G</p> <p>AND</p> <ul style="list-style-type: none"> • Copy of Work Order and Completion Certificates/ Phase Completion Certificate from the client; OR • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR • Copy of client certificate as documentary proof for the stated criteria and project status; OR • Certificate by the Company Secretary of the bidder for the stated criteria and project status.
7.	<p>Sub-Contractor (GSP)</p> <p>The Sub-contractor of the Bidder, must be a GST Suidha Provider (GSP) empaneled by GSTN and operating a free informational website for GST taxpayers, providing knowledge on tax law & procedures</p>	<ul style="list-style-type: none"> (i) Copy of valid GSP certificate AND (ii) URL of knowledge website AND (iii) Resume of proposed SPOC AND (iv) Bidder General information as per Annexure F to be included for Sub Contractor
8.	<p>Not blacklisted</p> <p>The Bidder should not have been blacklisted by (Central Govt. / State Govt./ Center/State PSUs/ Autonomous Body) on the bid submission date</p>	<p>Self-declaration from the bidder in company letter head, signed by authorized signatory as per Annexure J</p> <p>This needs to be submitted for the Bidder and the sub-contractors</p>

Note:

- **'Similar Services'** in this document means services covering campaign management, social media monitoring, social media response management, creative design, collateral creation and content writing.
- The Pre-Qualification documents shall be submitted along with the Pre-qualification covering letter (Refer Annexure B)
- Agencies not meeting the Pre-Qualification Criteria shall be rejected.

4.3 Technical Evaluation Framework

- a. If there is only one valid Bid, DGTS reserves the right to evaluate the single Bid or take recourse to re-tendering.
- b. DGTS reserves the right to accept or reject any Bid and/or cancel or annul the entire tender process and reject all the bids at any time prior to award of contract, without thereby incurring any liability whatsoever to the affected Bidder(s) and without informing the grounds of rejection/annulling.
- c. The decision of DGTS in the evaluation of responses to RFP shall be final. No correspondence regarding the decision of the evaluation of the Bids will be entertained.
- d. DGTS reserves the right to check/validate the authenticity of the information provided in the pre-qualification and Technical evaluation criteria and requisite support must be provided by the bidder.
- e. Bidders will be asked to present their past experience and achievements
- f. Bidders will be asked to display their understanding of the Customs, Central Excise, GST and taxpayer-tax administration narrative / engagement.
- g. Bidders will be asked to present their ideas / approach and concept at managing and improving taxpayer-tax administration engagement and presenting a holistic Communication Plan for DGTS.
- h. Each Technical bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a technical score of **65 percent or more** in each section and **70 percent or more** overall will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.

The technical bid document will be evaluated as per the criteria mentioned in the table below:

S. No	Criteria	Total Marks	Min Qualifying cut -Off marks
1	Bidder's Profile (as Communication Agency) and Experience	250	>=163 (65%)
2	Proposed Communication Plan Presentation by the Bidder (understanding the Taxpayer-tax administration dynamics and proposed communication plan)	250	>=163 (65%)
3	Profile of Sub Contractor (as GSP) and proposed manner of interaction with DGTS for value addition in the proposed communication plan	250	>=163 (65%)
4	Resources proposed to be deployed and their past achievement / work / experience / campaigns / creatives	250	>=163 (65%)
Total		1000	>=700 (70%)

- i. The normalized technical score of the bidder shall be calculated as follows:

Normalized Technical Score of a bidder = {Technical Score of that bidder/Score of the bidder with the highest technical score} X 1000 (adjusted to 2 decimals)

Example:

Bidders	Technical Score	Calculation	Normalized Technical Score
Bidder-1	880	(880/950)*1000	926.32
Bidder-2	900	(900/950)*1000	947.37
Bidder-3	800	(800/950)*1000	842.11
Bidder-4	950	(950/950)*1000	1000.00

The following sections explain how the bidders will be evaluated on each of the above criteria.

Bidder's Profile (as Communication Agency) and Experience:

#	Criteria	Particulars	Documentary Evidence	Maximum Marks
a)	Experience of handling digital communication, including social media management	<p>Experience of providing similar services for the clients during the last five (5) years from the date of submission of bid, each project to be of minimum value of Rs50 lakhs.</p> <p>A maximum of 10 citations can be provided and 10 marks shall be awarded to each citation.</p> <p>Additional 5 marks for every citation in the government sector (Govt./PSU/ Autonomous body)</p>	<p>Project citation details as per Annexure G</p> <p>AND</p> <ul style="list-style-type: none"> • Copy of Work Order and Completion Certificates/ Phase Completion Certificate from the client; OR • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR • Copy of client certificate as documentary proof for the stated criteria and project status; OR • Certificate by the Company Secretary of the bidder for the stated criteria and project status. 	150
b)	Experience in Press Monitoring	<p>Experience of monitoring press for clients (scope of work similar as in this RFP) during the last five (5) years from the date of submission of bid.</p> <p>4 citations (at least 1 citation with</p>	<p>Project citation details as per Annexure G</p> <p>AND</p> <ul style="list-style-type: none"> • Copy of Work Order and Completion Certificates/ Phase Completion Certificate from the client; OR 	100

#	Criteria	Particulars	Documentary Evidence	Maximum Marks
		Govt./PSU/Autonomous body mandatory) Each citation: 25 marks	<ul style="list-style-type: none"> • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR • Copy of client certificate as documentary proof for the stated criteria and project status; OR • Certificate by the Company Secretary of the bidder for the stated criteria and project status. 	
Total				250

Proposed Communication Plan Presentation by the Bidder(understanding the Taxpayer-tax administration dynamics and proposed communication plan)

#	Criteria	Areas to be demonstrated	Documentary Evidence	Marks Allotted
1	Overall Solution & Plan	Plan for various items mentioned under scope of work: <ul style="list-style-type: none"> • Digital Amplification and Social Media • Content Management for outbound communication on digital media (including social media) • Content Management for inbound communication • Proposed innovations and value addition in terms of approach, additional tools, additional services etc. (in addition to scope mentioned in RFP) • Sample creatives 	Proposal and presentation (Copy of presentation will be shared with DGTS for record)	250
Total				250

Profile of Sub Contractor (as GSP) and proposed manner of interaction with DGTS for value addition in the proposed communication plan

#	Criteria	Particulars	Documentary Evidence	Marks Allotted
a)	Experience as GSP	Profile containing details of clients handled, filings done for the last 2 financial year	Proposal	125

#	Criteria	Particulars	Documentary Evidence	Marks Allotted
		Year wise details to be provided.		
b)	Approach for content creation and Sample content creation	Approach for content creation, response to taxpayers Sample content to be included in the Technical proposal and presentation for ongoing issues which may help taxpayers	Proposal	125
Total				250

Resource proposed to be deployed and their past achievement / work / experience / campaigns / creatives

#	Criteria	Particulars	Documentary Evidence	Marks Allotted
a)	Profiles for the Resources sought	Interviews/ Assessment of Profiles: a) Program Manager – 50 marks b) Communication Strategy Lead – 30 marks c) Content Writer (English) – 15 marks d) Content Writer (Hindi) – 15 marks e) Creative Design Lead– 30 marks f) Graphic/ Content Designers Lead – 15 marks g) Social Media Monitoring experts Lead – 15 marks h) Data visualization expert – 30 marks i) GSP Lead – 50 marks	Resume of the profiles HR of the Bidder should share a certificate confirming EPF submission for all the profiles shared over last 6 months. HR should also certify that details provided in the resume are correct.	250
Total				250

4.4 Commercial Evaluation Framework

- The commercial proposal has to be submitted as per formats provided in Annexure H and I. The Bidder, who has submitted the lowest Commercial bid, shall be placed at the L1 and the bidders with next higher cost shall be placed as L2, L3 and so on...
- The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified at Technical Evaluation stage). Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \left\{ \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \times 100 \right\} \%$$

**Adjusted to two decimal places*

- c. Taxes/GST as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.
- d. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by DGTS.
- e. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

5. Scope of Work and Deliverables for Bidders

5.1 Scope

The present RFP aims at inviting bidders for 'Selection of Communication Agency for CBIC's Taxpayer Outreach Program'. The indicative scope of work for the Bidder is provided below. The team provided by the Bidder/Agency (including the GSP team) would work on these activities and any other activities as required by DGTS.

A. Digital Amplification Strategy

S. No	Scope of Work
1	<p>Drafting of overall Digital Strategy for DGTS:</p> <ul style="list-style-type: none"> • The agency is required to draw up the Digital Media vision, strategy and approach for DGTS. The strategy should also include the expectations from other social media handles of CBIC (Field formations). • The digital strategy must have coherent and unified messaging. • The Strategy document shall also include approach for social media listening and should also indicate the approach using analytics for generation of insights. • Strategy should include how the Communication Agency will identify relevant target audience. • The Digital Strategy document shall be included as part of Technical proposal of the Bidder. • Once the Agency is selected, the vendor shall engage DGTS to gather feedback on the Strategy document and submit a revised version of the document, with inclusion of the feedback within 15 days from the Effective date.
2	<p>Account management of Social Media accounts</p> <ul style="list-style-type: none"> • The Agency shall create, manage current existing accounts, and subsequently maintain accounts for CBIC on social media platforms such as the official Facebook Page, Twitter Profile, YouTube Channel, Google plus, LinkedIn, Instagram, Koo or any other social media (blogs etc.) as per directions of DGTS. • The Agency must take utmost care and precautions to protect any of the Social Media accounts shared with them by CBIC from hacking, unauthorized access, unauthorized postings, and must be responsible for safekeeping of User ID and

S. No	Scope of Work
	<p>Passwords for the accounts.</p> <ul style="list-style-type: none"> The Agency must take measures to ensure security of all the accounts handled by it and adhere to cyber security measures shared by CBIC, MEITY, CERTin or any other government agency. 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 CBIC, Government of India or any other variation thereof, and/or the official logo of the CBIC, or any other use which infringes on the official brand/intellectual property of the CBIC.
3	<p>Boost viewership and popularity of CBIC's social media accounts</p> <ul style="list-style-type: none"> The Agency shall be responsible for enhancing the reach of messages and other activities on various social media platforms so that the content would reach a large set of targeted audience in real time basis The viewership and reach should be comparable to those of Top Government social media accounts and as per global benchmarks
4	<p>Provide daily end of day feedback on number of tweets / topics /sentiment/ issues flagged by taxpayers</p>

B. Content Management for outbound communication on social media

S. No	Scope of Work
1	<p>Content creation for Social Media accounts:</p> <ul style="list-style-type: none"> The Agency shall provide the translation facility from regional languages to English and Hindi on demand. The Agency shall also provide translation of content in vernacular languages on demand. Development of the digital content for the digital activities. This includes ideation, conceptualizing, designing and creating digital content. The Agency shall generate, develop and upload creative content on a regular basis based on requirements of DGTS on various social media platforms (with due approval of DGTS). It shall also recreate or convert the content and repackage the available content as per the needs of the social media platforms. The content includes but is not limited to graphics, data stories, smart art, animations, story board, mnemonic, programs, audio, video, GIF, short video clips etc. designs on subject of Indirect Taxes and other departmental schemes, policies, law and procedures etc. Creating a bank of design templates and cover images that can be used periodically, based on various themes of the posts (designs to be approved by

S. No	Scope of Work
	<p>DGTS).</p> <ul style="list-style-type: none"> • Creation of Campaigns and mini campaigns as per discussion with DGTS. • Creation of content for informational Tweets for the day. • Creation of Video content for YouTube. • The Agency shall upload creative content on a regular basis based on requirements of DGTS on various social media platforms (with due approval of DGTS). It shall also recreate or convert the content and repackage the available content as per the needs of the social media platforms. • The Agency shall post the compilation of news, events, various campaigns, outreach activities and community involvement by the CBIC on social media. • Creation of blog posts every month by influencers/thinkers/stakeholders as directed by DGTS. • The Agency shall create (#) Hash tags on various topics relating to the CBIC for various digital platforms. • The Agency shall create a repository of FAQs based on the grievances/ queries reported on various social media platform in a structured format and create a catalogue containing the same. • The Agency shall create banners to be uploaded on the CBIC websites as per directions of DGTS. • The Agency shall ensure that the content and activities on social media platforms do not restrict accessibility of the platform on various mobile devices from market leading manufacturers, leading mobile browsers and Operating Systems (IOS/ Android/ Microsoft). • The Agency shall provision for all the necessary resources (including software with licenses) on the laptop of the team members deployed by the Agency for content creation as per directions of DGTS, without any additional cost to DGTS. • Vernacular content as per requirement.
2	<p>Deliverables of Sub-contractor I:</p> <ul style="list-style-type: none"> • The Agency shall appoint a GST Suvidha Provider (GSP), who should have a free informational website for GST taxpayers addressing ongoing issues, as a Sub-contractor I. • The scope of services for sub-contractor I shall include the following: <ul style="list-style-type: none"> ○ Creation of weekly report on top ongoing issues with regards to GST compliance. This shall be based on information collected through below sources: <ul style="list-style-type: none"> ▪ Sub-contractor's own experience in filing as GSP; ▪ Queries received by sub-contractor on its own website. ○ The weekly report shall also contain suggested responses to the Taxpayers to overcome their issues. Such responses shall be reviewed by DGTS before

S. No	Scope of Work
	<p>being uploaded on the social media handles of CBIC.</p> <ul style="list-style-type: none"> ○ A SPOC from GSP shall be available for discussions regarding the deliverables of GSP. ○ Revisions in the report information shall be undertaken as per requirements of DGTS.
3	<p>Other Activities:</p> <ul style="list-style-type: none"> ● Influencer based outreach: <ul style="list-style-type: none"> ○ The Agency shall identify influencers from society/ social media and invite them to be endorsers for initiative of CBIC. ● Enhancing reach of content on Internet and social media sites: <ul style="list-style-type: none"> ○ The Agency, along with the support of GSP, shall 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 shall also develop the following for educating taxpayers- <ul style="list-style-type: none"> ▪ Awareness about GST/Customs/Central Excise Obligations ▪ Tutorials relating to GST/Customs/Central Excise provisions and procedures.

C. Content Management for inbound communication on social media

S. No	Scope of Work
1	<p>Monitoring of inbound communication:</p> <ul style="list-style-type: none"> ● The Agency shall monitor the inbound traffic on matters relating to GST, Customs, Central Excise and such other topics as instructed by DGTS. ● The Agency is required to do Social Listening, Sentiment Analysis and Query Management. ● The Agency is required to deploy a tool for 'Reputation and Issues Management' which should have the following capabilities (but not limited to building positive Image: Use a good industry standard monitoring tool for analyzing comments / remarks on subjects identified by DGTS on various social media platforms and responding to them in such a way which enhances the organization's image positively. ● The Agency shall create tasks for inbound posts wherever action is warranted by CBIC. Tasks will be assigned and created for DGTS or Field formations as per agreed SoP with DGTS. For this purpose an appropriate MIS tool will be provided by the agency. ● The Agency shall co-ordinate for response from the concerned task owner. The

S. No	Scope of Work
	<p>response shall be reviewed with the appropriate authority in DGTS and then posted on the appropriate platform. (Different level of Nodal officer)</p> <ul style="list-style-type: none"> The Agency shall assist DGTS in Content Moderation on the social media channels of the CBIC to avoid spam, advertisements and inappropriate content. The Agency shall prepare the Content Moderation approach and include as part of the Digital Strategy document to be submitted within 15 days of the Effective date. The content moderation approach shall be reviewed periodically.
2	<p>Generation of insights</p> <ul style="list-style-type: none"> The Agency shall perform analytics on the social media data of CBIC. The Agency shall use appropriate tools/ softwares (at no additional cost to DGTS) to extract data from the social media accounts and generate analytical reports for the consumption of DGTS. Indicative analytical requirements shall include demographic information about inbound Tweets, key word analysis, sentiment analysis and benchmarking of performance. Identification of potential trends and themes and alert on potential negative and problematic trends for appropriate action. The Agency shall share weekly reports with DGTS. Revisions in the report information shall be undertaken as per requirements of DGTS. The Agency shall preferably leverage Software as a Service Solutions to generate the insights on the laptop of their associates without any additional cost to DGTS. Access for upto 5 DGTS nominated officers may provide the solution for monitoring. Further, the nominated DGTS officials shall be providing training on the solution at no additional cost. The Agency shall leverage the insights extracted for creation of content to address key themes around the grievances as well as updation of the FAQs. The Agency shall work with GSP to include suggested actions for the grievance themes in the weekly GSP report.

D. Press Monitoring

S. No	Scope of Work
1	<ul style="list-style-type: none"> • The Agency shall conduct a nationwide comprehensive search and present a daily update in soft copies on appropriate news reports and content with regards to Ministry of Finance, GST, Customs, Central Excise and other related matters as required by CBIC/DGTS. • The summary of daily reportage should be sent in .jpeg/ .pdf or any other format as directed by DGTS. The agency shall update on electronic clips on daily basis and CD/DVD of the same should be provided on demand by CBIC/DGTS. • The update must be a detailed report covering the entire gamut of media that will include but not limited to, as per CBIC/DGTS' specifications: <ul style="list-style-type: none"> ○ <u>Print</u>: <ul style="list-style-type: none"> ▪ 125 important national, local and vernacular dailies in English, Hindi and regional language covering 50 major cities, and having circulation of at least 50,000 copies per day as per DAVP/BOC records. ▪ 25 important News and other Business magazines and Journals-weekly, fortnightly, monthly & bi-monthly issues. ○ <u>Electronic</u>: 30 important National and Regional TV News channels. <ul style="list-style-type: none"> ▪ The agency will provide Television Monitoring 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 listed. ▪ The content for tracking must include advertisement campaigns of CBIC/ DGTS as well. ▪ The recording of any of the desired news/program broadcast is to be provided ON DEMAND basis. ▪ The agency will provide the desired clips on a CD/ USB/ Cloud (as agreed with DGTS) on the same day. Any request by CBIC/DGTS for a backdate news/program clip, the CD must be provided within a day of raising the demand by CBIC/DGTS. ▪ Tracking of TV channels, other than aforesaid 30 channels, will be monitored when the previous prompt is given by CBIC/DGTS for a particular channel. CBIC/DGTS will give such demand at least 4 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. ○ Digital/ Online/Social Media: 25 important Online news & magazines, Facebook, twitter, blogs, micro-sites, social network sites, etc. which will not be limited to e-paper of the details mentioned in Clause (C.1) above. • The Agency shall also note that DGTS reserves the right to make any changes in the list provided, of any or all of the aforesaid media, as and when deemed necessary.

S. No	Scope of Work															
	<p>Please note that no extra charges will be paid for the same.</p> <ul style="list-style-type: none"> The Agency shall provide the website link, username and password to the DGTS nominated officials for searchable database for all media clippings. The Agency is required to submit the following reports: <table border="1"> <thead> <tr> <th>S.No.</th> <th>Activity report</th> <th>Delivery Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Update report on Print Media along with list of news and publications</td> <td>Daily by 0900 Hrs.</td> </tr> <tr> <td>2</td> <td>Update on Electronic Media along with list of news and Channels</td> <td>Daily by 1300Hrs.</td> </tr> <tr> <td>3</td> <td>Update on Online/ Digital and New Media</td> <td>Daily by 1300Hrs.</td> </tr> <tr> <td>4</td> <td>Final Report including National & Regional updates and web news</td> <td>Daily by 1600 Hrs.</td> </tr> </tbody> </table> <ul style="list-style-type: none"> The Agency shall also offer all the clips on CD/DVDs/restricted public folder on monthly basis to CBIC/DGTS with the archive of the news reports for the previous month in the first week of every next month (i.e. for January, in the first week of February, For February, in the first week of March, and so on). The Agency shall also provide access to DGTS to the archives of Clippings. <ul style="list-style-type: none"> The daily update and analysis report will be sent to the email addresses of the officials of CBIC (as per the list provided by the DGTS from time to time). 	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 1300Hrs.	3	Update on Online/ Digital and New Media	Daily by 1300Hrs.	4	Final Report including National & Regional updates and web news	Daily by 1600 Hrs.
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 1300Hrs.														
3	Update on Online/ Digital and New Media	Daily by 1300Hrs.														
4	Final Report including National & Regional updates and web news	Daily by 1600 Hrs.														

E. Work on need-basis

S. No	Scope of Work
1	<p>Help DGTS in strategizing any Campaign related to GST, Customs, Central Excise, etc.</p> <p>For any event that is planned by DGTS, the Agency shall support with the following:</p> <ul style="list-style-type: none"> Designs for Invitations Design for Banners & Backdrops for the event Content for Press Release and Media Coverage Designing of Logo, Mascot, Pamphlets, Calendars and brochures The Agency shall regularly create original blogs/ articles/ post related to departmental works, milestones and achievements of the CBIC as per requirements of DGTS. The Agency shall provide necessary support for creation and management of landing pages, microsite etc. for facilitating online competitions on various social media platforms etc.
2	<p>Books/Booklets/Coffee Table Books/Sampark</p> <ul style="list-style-type: none"> DGTS shall provide the content to the Agency and the Agency shall prepare the creatives and organize the content in a presentable form as per discussion and agreement with DGTS.

S. No	Scope of Work
3	<p data-bbox="276 203 839 237">Monitoring of Grievance Redressal Platform</p> <ul data-bbox="328 253 1398 465" style="list-style-type: none"> <li data-bbox="328 253 1398 465">• The Agency shall be responsible for Monitoring the Grievance Redressal Platform for CBIC, shall coordinate and provide support on all the grievances received and work with CBIC to provide a timely resolution to the grievance. The Agency shall also be responsible for generation of MIS reports related to grievances received by CBIC on the Grievance Redressal Platform.

F. Key points

- The Agency shall submit weekly and monthly progress reports on the work assigned by DGTS and the tasks to be undertaken by DGTS.
- The Agency shall provision office space for the resources working on DGTS project. DGTS may provision space for a few resources at the office of DGTS. The same shall be communicated to the Agency post the Effective date but resources should be available in the premise of DGTS from time to time as required by DGTS.
- Content created by the Agency (for any of the elements stated above) must be copyright protected and unauthorized use of this must be monitored. The Agency shall ensure that there is no plagiarism in any of the deliverables/posts/campaigns etc. or anything which is assigned to the Agency.
- The full copyright of all creative and IEC material produced would rest with DGTS. This would include full copyright of images used in the creatives and IEC material.
- The Agency shall be responsible for copyright issues concerning usage of images, footages, text material, etc. obtained through various sources. DGTS shall not be a party to any disputes arising out of copyright violation by the Agency, provided DGTS does not violates any terms of the third-party agreement.
- The Agency will at no time resort to plagiarism. DGTS will not be a party to any dispute arising on account of plagiarism resorted to by the Agency.
- The Agency shall be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP Document. DGTS will assist the Agency in this regard, wherever possible.
- The logo(s), punch line(s), tag lines(s), brand guidelines created for various schemes will be the property of CBIC in perpetuity.
- All creatives and IEC material designed/produced will be of international quality.
- The Agency will ensure submission of required creatives/IEC material and any other work undertaken within the time frame that would be conveyed by DGTS for each work assigned.
- The work output of the GSP shall be monitored by DGTS. In case, the work output is unsatisfactory then DGTS shall share the deficiencies with the Agency for remediation. If no suitable remediation is undertaken within 30 days from the date of issue of deficiency letter, then DGTS may take suitable actions including but not limited to with-holding payment (upto 10%) of Quarterly payment as well as seek replacement of the GSP.

5.2 Resource Requirements

On selection, the Agency would be required to deploy a dedicated team of professionals for DGTS as indicated below-

- a) Each member of the team must be a full-time employee of the Agency and should have been employed with the Agency for past one year.
- b) Each team member should be at least a full time graduate unless alternate education requirements are provided in table subsequently.
- c) The team shall be deployed on an exclusive basis and that Agency has to ensure that no resource deployed under this Project works on any other engagement.
- d) The resources are to be available in Delhi NCR. The Agency shall provision for laptops with connectivity, headphones, all necessary softwares to render services under the scope of this RFP and other software such as those necessary to host meetings, at no additional cost to DGTS.
- e) DGTS reserves the right to conduct interviews of the resources proposed by the Agency.
- f) In case the deployed resource resigns, then the Successful Agency must inform DGTS within one week of such resignation. Agency shall ensure that the role of deployed resource is not vacant at any point of time during the contract period. The Agency must provide replacement resource of equal or better qualification and experience as mandated in the RFP.
- g) Agency shall conduct proper background check of the resource and should submit BGV (background check verification document) to DGTS, in case the same is requested.
- h) The Agency shall provision a recognized productivity monitoring tool like Time Doctor on the laptop/ desktop of all team members under T&M arrangement. The logs of the same would be available for review to DGTS. The logs shall be retained till the end of contract. Timesheet information for productive work undertaken should be available from the tool for validating billing.
- i) DGTS reserves the right to increase or decrease the resources deployed under the Project. In case of increase in resources, Agency shall be given 30 days from the date DGTS notifies the Agency for increase in resources. In case of decrease of resources, Agency shall be given 30 days from the date DGTS notifies the Agency for decrease in resources.
- j) The following table indicates the number of resources and proposed responsibilities required for the assignment-

#	Resource	Experience Requirements	No. of Resources	Remarks
1.	Program Manager	10+ years of experience in Digital Communication and Program management	1	The Program Manager shall be based out of DGTS office and may be required to travel locally. The Agency shall make necessary arrangements for local travel at no additional cost to DGTS. The candidate should have a full time MBA/ Masters in Communication

#	Resource	Experience Requirements	No. of Resources	Remarks
2.	Communication Strategy Lead Expert	7+ years of experience in Communication management	1	The candidate should have a full time MBA/ Masters in Communication
3.	Content Writer (English)	3+ years of relevant experience in content creation	2	
4.	Content Writer (Hindi)	3+ years of relevant experience in content creation	1	
5.	Creative Design Lead	7+ years of relevant experience in creative design, content design, design of collaterals	Nil	
6.	Graphic/ Content Designers	3+ years of relevant experience in creative design, content design, design of collaterals	5	The content designers may be deployed by DGTS at the DGTS office or any other office within Delhi NCR, as deemed appropriate by DGTS
7.	Social Media Monitoring experts	3+ years of experience in managing teams for Social listening and response	2	
8.	Press and Grievance Monitoring experts	2+ year in Press Monitoring and Grievance Monitoring	2	
9.	Data visualization expert	5+ years of experience in data visualization	1	The data analyst shall work to create additional reports as per requirements of DGTS
10.	GSP Lead	10+ years of experience of overall experience of managing tax related content, of which at least 3 years should be in managing GST related content, understanding of GST filing, issues faced by taxpayers, understanding of GST APIs/ Integrations	1	The candidate should be a Chartered Accountant / Cost Accountant or have an MBA in Finance
11.	GSP Team members	5+ years of experience of overall experience of managing tax related content, of which at least 2	2	The candidate should be a Chartered Accountant / Cost Accountant or have an MBA in Finance

#	Resource	Experience Requirements	No. of Resources	Remarks
		years should be in managing GST related content, understanding of GST filing, issues faced by taxpayers, understanding of GST APIs/ Integrations		
	Total		18	

5.3 Governance of the Project

The governance for review of the Project is indicated below. This may be changed as per requirements of DGTS after due consultation with the Agency

Overview of proposed governance meetings

Key Meetings/ Meeting Frequency	Scope	Participants list /roles
Quarterly Program Steering committee	<ul style="list-style-type: none"> Strategic review on progress of projects Top issues from both sides Value additions which may be undertaken in the program 	<ul style="list-style-type: none"> DG, DGTS ADGs in charge from DGTS Business vertical heads of the Agency and GSP (if applicable) Agency Program Manager GSP Lead
Monthly Governance	<ul style="list-style-type: none"> Operational Meetings for monitoring progress Issues and risks 	<ul style="list-style-type: none"> ADGs in charge from DGTS along with team of concerned officers Program Manager from Agency along with key team members GSP Lead

DGTS shall appoint an Officer-in-charge (OIC) for this project. He/she shall be single point of contact for all technical directions or decision related to the project. Similarly, the Agency's Program Manager shall be treated as single point of contact for all project related decisions. The Program Manager shall have necessary authorization from the Agency to undertake such decisions on behalf of the Agency.

The indicative reporting which may be done by the teams are as below. The details of proposed reporting shall be shared by the Agency as part of Project Charter. This may be changed as per requirements of DGTS:

Overview of indicative reporting

Team	Progress Reports (indicative)	Frequency
Press monitoring	Kindly refer Press Monitoring scope mentioned above	Daily
Content Design	Content creation progress	Daily/ Weekly
GSP Report	Kindly refer GSP scope mentioned above	Weekly
Social Media Monitoring	Inbound traffic report Task creation progress Task tracking Outbound response progress report	Daily/ Weekly
Social Media Analytics	Social Media Insights	Weekly/ Monthly Fortnightly/

6. Instruction to Bidders

6.1 General

1. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by DGTS based on this RFP.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DGTS. Any notification of preferred bidder status by DGTS shall not give rise to any enforceable rights by the bidder. DGTS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DGTS.
3. This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.
4. The contracting firm / company will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the person deployed by it in DGTS.
5. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the agency will be liable to be forfeited by DGTS besides annulment of the contract.
6. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable must be signed by the authorized signatory.
7. All the rates quoted by the bidder shall remain unchanged during the period of contract.
8. The contracting firm / company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other firm / agency / company without the prior written consent of the DGTS.
9. The bidder will be bound by the details furnished by him / her to the DGTS while submitting the bid or at any subsequent stage. In case, any of such documents furnished by the bidder is

found to be false at any stage, it would be deemed to be a breach of terms of contract making them liable for legal action besides termination of contract.

10. The Performance Security Deposit can be forfeited by order of the Competent Authority of Office of Directorate General of Taxpayer Services in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the LOA/PO by the firm / company to whom contract has been awarded.
11. DGTS reserves the right to withdraw/relax any of the terms and conditions.

6.2 Language

- The bid and all related correspondence and documents in relation to the bidding process shall be in English language.
- Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder.
- Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

6.3 Alteration and Withdrawal of RFP

- a) The bidder, after submitting its proposal/bid, is permitted to alter/modify its proposal online on the CPP as long as such alterations/modifications are received duly signed, sealed and marked like the original proposal, within the deadline for submission of RFP.
- b) No proposal should be withdrawn after the deadline for submission of RFP and before expiry of the RFP validity period. If a bidder withdraws the RFP during this period, it will result in forfeiture of the earnest money furnished by the bidder in its proposal.

6.4 Complete and Compliant Responses

- a) Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - Comply with all requirements set out in this RFP.

6.5 Disqualification

The Bid is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

- a) Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- b) During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
- c) The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP;
- d) The Proposal is received in incomplete form;
- e) The Proposal is received after the due date and time;
- f) The Proposal is not accompanied by all the requisite documents;
- g) The Proposal is submitted with lesser validity period;
- h) The information submitted in the Pre-Qualification and Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
- i) The Commercial Proposal is enclosed within the technical Proposal or other Cover;

6.6 Confidentiality

Information relating to the examination, clarification and comparison of the bids shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any Bidder may result in rejection of its proposal.

6.7 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents, advisers and consultants shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, DGTS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, DGTS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG or disqualify the Bidder, as the case may be.
- b) Without prejudice to the rights of DGTS under clause above and the rights and remedies which the DGTS may have under the Agreement, if a Bidder is found by DGTS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by

CBIC during a period of 1 year from the date such Bidder is found by DGTS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DGTS who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DGTS shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of DGTS in relation to any matter concerning the Project;
 - “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the selection process;
 - “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- d) “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by DGTS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

6.8 Right to Terminate the Process

DGTS may terminate the RFP process at any time and without assigning any reason. DGTS makes no commitments, express or implied, that this process will result in a business transaction with anyone.

6.9 Conflict of Interest

Any bidder who has or anticipates any conflict of interest with any of its current assignments while performing work under this RFP, shall notify of the same to DGTS with mitigation plan, at the earliest and DGTS reserves the sole discretion to allow/disallow a bid in response to this RFP from a Bidder.

6.10 Debarment

- a) A bidder shall be debarred if he has been convicted of an offence- under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under sub-section (a) shall not be eligible to participate in a procurement process for a period not exceeding three years.
- c) For a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

6.11 Eligible Bidders

Bids are invited from an established, reputed and reliable service provider in the field of providing Digital Communication Services and knowledge in Indirect Taxes and Customs.

Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India vide Order No – 6/18/2019-PPD dated 23rd July 2020 has imposed restriction on participation of bidders that belong to the countries that share a land border with India in the public procurement process. As per the order all such bidders (barring few exclusions) will be required to take registration from the Registration Authority to be constituted by Department for Promotion of Industry and Trade (DPIIT).

Kindly refer to the said order for further details.

The definition and eligibility of bidders for the procurement process will be based on the following:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'tenderer', 'Agency' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" means:
 - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:
- a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
 - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. The bidder will be required to submit a self-declaration in the format as specified in Annexure K.

6.12 Subcontracting

The agency may subcontract work relating to the services to any Sub-Agency to an extent and with such experts and entities as may be approved in advance by the "DGTS". The Agency shall always retain full responsibility for the provisioning of Services.

6.13 Bid Security Declaration (BSD)

The bidder shall furnish along with its proposal/bid, Bid Security Declaration as per Annexure D in this RFP.

6.14 Integrity Pact

The Bidder is required to enter into an Integrity Pact with DGTS. For this, in addition to uploading the duly signed & stamped Integrity Pact on CPP portal by the Bidder, the Bidder shall also be required to submit original signed and stamped Integrity Pact as part of envelope as per schedule mentioned in the Data Sheet above, failing which, the Proposal submitted by the concerned Bidder may be liable for rejection. The format for the Integrity Pact is provided in Annexure C of this RFP.

6.15 Pre-Bid Queries & Clarifications

6.15.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this RFP can be submitted to the Department as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure A of the RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet shall not be entertained by DGTS. Further, DGTS reserves the right to issue responses/ clarifications/ corrigendum.

6.15.2. Responses to Pre-Bid Queries and Issue of Corrigendum

DGTS may organize a pre-Bid Conference, if deemed appropriate as mentioned in the Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-Bid queries after the pre-Bid Conference as mentioned in the Data Sheet.

6.16 Submission of Bids

A three-bid system will be followed for this RFP with a Technical Score Cutoff followed by Quality and Cost Based Selection (QCBS). The three bids are (i) Fee/ EMD; (ii) Pre-Qualification Bid and Technical Bid and (iii) Commercial Bid.

- a) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates of person duly authorized to submit the bid. The instructions given below are meant to assist the Bidders for preparing their proposals in accordance with the requirements defined in this RFP. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
- b) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. DGTS will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- c) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid is to be submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
One	FEE & EMD	a) EMD of Rs 9,00,000/-in form of FDR/BG/DD in favour of DDO DGTS payable at New Delhi.
Two	Pre- Qualification Bid & Technical bid	Scanned copy of the signed and stamped Integrity Pact, Letter of Authorization, BSD, No Deviation Certificate and Pre- Qualification Bid as per Section 6.17.2 of the RFP along with the required supporting documents (Original documents of Integrity Pact, Letter of Authorization& BSD to be submitted to DGTS). Technical Bid.
Three	Commercial bid	Commercial Bid

- d) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.

6.17 Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to DGTS. DGTS shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by DGTS.

6.17.1 Cover 1 - Fee/ EMD as specified above

6.17.2 Cover 2 –Pre- Qualification/ Technical Bid

6.17.2A- Pre-Qualification Bid-Integrity Pact, Authorization Letter and Bid Security Declaration (BSD), No Deviation Certificate and eligibility as per Pre- Qualification Criteria

Document No.	Section Heading	Format
PQ I	Pre-Qualification Bid Covering Letter	As per format provided in Annexure B of the RFP
PQ II	Integrity Pact	As per format provided in Annexure C of this RFP.
PQ III	Authorization Letter	Power of Attorney executed by the Bidder in favour of the Authorized Signatory signing the Proposal; OR Certified true copy of the Board Resolution in favour of the Authorized Signatory in a format acceptable to the Purchaser In addition, letter as per Annexure M
PQ IV	Bid Security Declaration	As per format provided in Annexure D of this RFP.
PQ V	No Deviation Certificate	As per format provided in Annexure N of this RFP.
PQ VI	Pre-Bid Qualification Checklist along with Supporting Documents	As per Section 4 of this RFP

6.17.2B - Technical Bid Format

Document No.	Section Heading	Format
TQ 1	Technical Bid Covering Letter	As per the format provided in Annexure E of this RFP.
TQ 2	About Bidder	The Bidder's General Information as per the format provided in Annexure F of this RFP.
TQ 3	Bidder's Experience	Certificate by the Company Secretary/ Authorized Signatory of the bidder for years in services covering campaign management, social media monitoring, social media

Document No.	Section Heading	Format
		response management, creative design, collateral creation and content writing. Experience as per the format provided in Annexure G.
TQ 4	Experience as per technical evaluation framework	Experience as per the format provided in Annexure G

6.17.3 Cover 3 - Commercial Bid Format

Document No.	Section Heading	Format
CB 1	Commercial Bid Covering Letter	As per the format provided in Annexure H
CB 2	Commercial Bid	As per the format provided in Annexure I

6.18 Commercial Bid

The Bidder must submit the Commercial Bid in the formats specified in Annexure I of this RFP. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of provision of products & services under this RFP.

The Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total contract value covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the products & services.

Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

At the time of opening of Commercial Bids of technically qualified Bidders, DGTS will check for any abnormally low bids, in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. DGTS may, in such cases, seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after

evaluating the price analyses, DGTS determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, DGTS may reject the bid/proposal.

7. Selection Process of Bidders

7.1 Opening of Bids

The Proposals will be opened by DGTS in the presence of Bidders or their representatives who may be present at the time of opening.

There will be three bid-opening events: -

- a) Cover 1 (Containing EMD).
- b) Cover 2 (Integrity Pact, Authorization Letter and Bid Security Declaration (BSD), No Deviation Certificate and eligibility as per Pre-Qualification Criteria, Technical bid).
- c) Cover 3 (Commercial bid).

The venue, date and time for opening the bid are mentioned in the Data Sheet. The representatives of the bidders shall be advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal, in case a physical meeting is done.

7.2 Preliminary Examination of Bids

DGTS will examine the Bids to determine whether they are complete, whether the documents have been properly signed and the Bids are generally in order. The criteria for disqualification have already been mentioned in Section 6.5. Any Bids found to be not meeting any criteria specified in this RFP may be deemed non-responsive and may be liable for rejection by DGTS and may not be included for further consideration. The decision of DGTS in this regard shall be final.

7.3 Clarification on Bids

During the bid evaluation, DGTS may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. The Bidders shall respond in a time-bound manner and delayed responses shall not be considered for the evaluation purpose.

7.4 Evaluation Process

Evaluation of the bids would be done as detailed in Section 4 of this RFP.

8. Award of Contract

8.1 Notification of Award

DGTS will notify the successful Bidder in writing that its bid has been accepted.

8.2 Signing of Contract

Within 15 days of the notification of award, the successful bidder shall execute the Master Services Agreement as provided in Annexure-Oof this RFP. Within 15 days of receipt of the notification of award, the successful Bidder shall also submit the Performance Security (PS) in accordance with the terms of this RFP. If the successful bidder fails to execute the MSA or furnish the PS within such 15 days period (or such other extended timelines as agreed by DGTS in its sole discretion), DGTS shall have the right to award the work to the next successful bidder.

8.3 Performance Security (PS)

The successful Bidder shall at his own expense submit to DGTS, Performance Security in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the CBIC's interest in all respects. In case the Bidder chooses to submit Bank Guarantee, it should be an unconditional, irrevocable and continuing Bank Guarantees (BGs), in the format prescribed in Annexure L, payable on demand, for the due performance and fulfilment of the contract by the bidder.

The Performance Security will be for a total amount of equivalent to 3% of total contract value, including all taxes, levies, etc. at existing rates, as further detailed in the RFP. Except as otherwise provided in this RFP, no interest shall be payable on the PS. In case the project duration is extended, the performance security shall be accordingly extended by the Bidder till completion of scope of work as mentioned in the RFP and three months thereafter.

8.4 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DGTS may award the contract to the next best value bidder or call for new proposals. In such a case, DGTS shall invoke the PS.

9. Payment Terms & Milestones

- a) The Agency shall raise quarterly invoices for the services under this RFP. The invoice would be raised post the completion of a quarter of services.
- b) No prior approval shall be required for raising invoices for the services rendered and such invoices shall be raised without prior approval from DGTS.
- c) The invoices shall be raised as per actual deployment. The Agency shall submit all invoice calculations details (based on attendance and submit supporting artefacts) along with the invoice to DGTS. Mere submission of invoice without supporting documents shall not be considered a valid submission. The list of supporting artefacts (including those required for SLA calculations) required for processing the invoice shall include artefacts for attendance validation, performance reports from the productivity monitoring tool (Time Doctor) and any other documents as may be specified by DGTS from time to time.
- d) On best endeavor basis, DGTS undertakes to process the invoice, if submitted along with all agreed artefacts, for determination of SLAs /penalties etc. and submit to authorities responsible for disbursement.
- e) Notwithstanding anything contained in above, DGTS shall be entitled to delay or withhold payment of any invoice or part of it, provided that the withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within 45 days of receipt of the applicable invoice on a best effort basis. The disputed / withheld amount shall be settled in accordance with the mechanism as set out in Para 5.3 above which shall be settled within a maximum of 90 days post receiving notice of reference. Any exercise by DGTS under this clause shall not entitle Agency to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Addendum.
- f) In case of failure on part of the Agency to perform any of its obligations or comply to the terms of this Addendum, then prior to evaluating the event as an "Event of Default" as per contract, DGTS may seek a written explanation for the failure from the Agency. In case, the Agency does not produce a satisfactory response within 30 days then DGTS may withhold 5% of the Quarterly payment from the work track which is impacted by the failure till such time the issue has been fixed to the satisfaction of DGTS.

10. Service Levels

S.No	Definition	Target	Penalties
1	Deployment of complete team and commencement of services and deployment of team	Within 14 days from the notification of award of contract	Delay of every 1 day after 14th day from the notification of award of contract between DGTS and the agency – penalty of INR 1 lakh (capped at INR 50 lakh)
2	Submission of Digital Strategy Document	1 week from Effective Date	Delay of every 1 day after 14th day from the effective date – penalty of INR 20,000 per day
3	Timely Deliverables	Submission of deliverables from the scope as per timelines agreed with DGTS without any delay	INR 5,000 per day per deliverable

- (i) The maximum penalty to the Service Provider for the entire work will be capped at 10% of total contract value (TCV).
- (ii) The resource deployed at DGTS office must adhere to the attendance rules applicable to the DGTS employees. The monthly fee will be paid on the basis of attendance on pro-rata basis.

Annexures

Annexure A-Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sr. No.	Page No	Section (Name & No.)	Statement as per tender document	Query by bidder
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Annexure B – Pre-Qualification Bid Covering Letter

To,

Additional Director General

Directorate General of Taxpayer Services, CR Building, IP Estate, New Delhi- 110 109.

Subject: Submission of the Pre-Qualification Bid for <"Name of the RFP">

Dear Sir,

We, the undersigned, offer to provide 'Communication Agency Services to CBIC's Taxpayer Outreach Program'toDGTSwith reference to your Request for Proposal dated <insert date>. We are hereby submitting our Pre-qualification Bid

We hereby declare that all the information given under the certificates is true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure C – Template for Integrity Pact

Integrity Pact

This Integrity Pact is entered into by and between

The President of India, acting through the Directorate General of Taxpayer Services, Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India, having its office located at CR Building, IP Estate, New Delhi- 110 109(herein after referred to as the "Purchaser", which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956/2013 or LLP Act, 2008 having its registered office at <***>(hereinafter referred to as "Bidder" which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract for "Selection of Communication Agency to CBIC's Taxpayer Outreach Program ", through an open tender process and has issued RFP bearing number..... The Purchaser 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 Vendor(s) / Contractor(s).

In order to achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Purchaser

- 1) The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement , 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 Purchaser will during this tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders 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 this tender process or the Agreement execution.
 - c) The Purchaser will exclude from the process all known prejudiced persons.

2) If the Purchaser obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.

b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Purchaser's employees involved in this tender process or the execution of the Agreement 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 of any kind whatsoever during this tender process or during the execution of the Agreement.

c) The Bidder will not enter with other bidder(s) 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 this tender process.

d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.

f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder.

g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors /management representatives of the Bidder who have family relationships with the employees or officers of the Purchaser.

h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Purchaser. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Purchaser or any other interests during this tender process or through operation of the Agreement.

i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.

- j) The Bidder 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 Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement 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 Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

a) If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/ Bid Security deposited by the Bidder.

b) If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.

b) If the Bidder makes incorrect statement on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders

a) Only if the Bidder has entered into this Integrity Pact with the Purchaser, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.

b) The Purchaser will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder

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

Section 8: Independent External Monitor/Monitors

- a) The Government has appointed an Independent Monitor for this Purchaser appoints Smt. Rashmi Verma, IAS (Retd) as Independent External Monitor for this Integrity 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 Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently.
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder of Vendor with confidentiality.
- d) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Purchaser and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Purchaser and request the Purchaser 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.
- f) The Monitor will submit a written report to the Purchaser within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the Purchaser, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 or Prevention of Corruption Act 1988, and the Purchaser 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, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Purchaser.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Purchaser.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the

Office of the Purchaser first above written, i.e. New Delhi.

- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the Purchaser
(Official Seal)

For & On Behalf of the Bidder
(Official Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness:

Witness:

(Name & Address):

(Name & Address):

Annexure D- Bid Security Declaration

To
Shri NitinAnand
Additional Director General
Directorate General of Taxpayer Services
CR Building, IP Estate
New Delhi- 110 109

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding the bidding process if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impaired or derogated from the RFP, my/our Bid during the period of bid validity as specified in the RFP; or
- b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity (i) fail or refuse to execute the contract or (ii) fail or refuse to furnish the Performance Security, in accordance with instructions given in this RFP; or
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand that this Bid Securing Declaration shall cease to be valid if I /we am/are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of authorised signatory)
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

Annexure E- Technical Bid Covering Letter

To,
Additional Director General
Directorate General of Taxpayer Services
CR Building, IP Estate
New Delhi- 110 109.

Subject: Submission of the Technical bid for "<Name of the RFP>"

Dear Sir,

We, the undersigned, offer to provide 'Communication Agency Services to CBIC's Taxpayer Outreach Program' to DGTS with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes certificates under Pre-qualification criteria, Technical proposal and the Commercial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure F- Bidder's General Information

Following table shall be filled with the details of the Bidder.

S. No.	Item	Bidder's Response
1.	Organization Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Address (Head office details as well as details of officers in Delhi NCR to be included)	
5.	Telephone (Head office details as well as details of officers in Delhi NCR to be included)	
6.	Fax Number (Head office details as well as details of officers in Delhi NCR to be included)	
7.	Email Address	
8.	Brief Description of the Organization	
9.	Name & Designation of Authorised person	
10.	Contact Information of Authorised person	Mobile no: Telephone No : Fax No: Email :
11.	Bank details of the Organization	
12.	Bank Name	
13.	Bank Address	
14.	Bank Account No	
15.	IFSC Code	
16.	PAN	
17.	GST No.	

Annexure G- Bidder's Experience-Project Details(enclose separate sheet for each project)

S. No.	Item	Bidder's Response
1.	Name of Bidder	
2.	Project Name	
3.	Name of Project Client	
4.	Country	
5.	<i>(E mail) (Same as S. No. 13 below)</i>	
6.	Value of the Project	
7.	Duration of Project (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative Description of the Project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	
13	<p>Client Contact: Name: Designation: Mobile number: Client email ID:</p> <p>(DGTS may reach out to the client to seek feedback on the work undertaken and Bidders may sensitise their clients accordingly)</p>	
14	<p>Publicly available links for work undertaken for the client like social media handles for Twitter, Facebook, YouTube, Instagram</p> <p>(Clearly indicate samples of work undertaken through links. This row is applicable for Parameters 6 and 7 of Pre-Qualification Framework)</p>	

Annexure H- Commercial Bid Covering Letter

To:

Additional Director General
Directorate General of Taxpayer Services
CR Building, IP Estate
New Delhi- 110 109.

Subject: Subject: Submission of the Commercial bid for Appointment of <Name of RFP>

Dear Sir/Madam,

We, the undersigned, offer to provide 'Communication Agency Services to CBIC's Taxpayer Outreach Program' to DGTS with reference to your Request for Proposal dated <insert date>. Our attached Commercial Bid is for the amount of **<<Amount in words and figures>>**. This amount is exclusive of all the taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices exclude all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed the unit rates for the purpose of payment.

3. RFP PRICING

We further confirm that the prices stated in our Bid are in accordance with your Instructions to the Bidders included in the RFP documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instructions to the Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in this RFP and Annexure Ohereto. Our Bid prices are mentioned in the submitted Commercial Bid.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in Annexure L of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., **[Date]**.

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure I - Commercial Bid Format

#	Resource	No. of Resources (A)	Monthly Per Person Rate (B)	Consolidated Fee for 3 years (C=A*B*36)
1.	Program Manager	1		
2.	Communication Strategy Lead Expert	1		
3.	Content Writer (English)	2		
4.	Content Writer (Hindi)	1		
5.	Creative Design Lead	Nil		
6.	Graphic/ Content Designers	5		
7.	Social Media Monitoring experts	2		
8.	Press & Grievance Monitoring experts	2		
9.	Data visualization expert	1		
10	GSP Lead	1		
11	GSP Team members	2		
Grand Total		18		Total

Note:

- i. Price quoted should be exclusive of Taxes
- ii. The payment for events mentioned at Point No. 2 & 3 shall be made on per event/service basis or as per actuals

Signature & Name with Stamp of Authorized Person

Date:

Annexure J- Self-certificate for non-blacklisting clause

We, M/s.....hereby confirm that our Organization <>as on date of submission of the proposal has not been blacklisted/de-barred by any Central /State Government/PSU entity/ Autonomous Organisation in India from bidding for or for carrying out any activities under this RFP, on account of corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory

Annexure K- Self Declaration for Bidders sharing Land Border

i. If bidder belongs to India or a country to which the order is not applicable

"I/We, <<Name of Individual/Organization>>, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country to which the restrictions apply and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that I/We fulfill all requirements in this regard and am/are therefore, eligible to be considered in this procurement process."

ii. If bidder belong to a country that is not included in the exclusion list but is excluded under special cases

"I/We, <<Name of Individual/Organization>>, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority; I/We certify that I/We am/are from such a country but am/are however exempted from the order as per the details mentioned below. I/We hereby certify that I/We fulfill all requirements in this regard and am/are therefore, eligible to be considered in this procurement process."

<<Explanation on the reasons for exemption to be mentioned by bidder along with relevant clause of the associated order number>>

iii. If bidder belong to a country that is not included in the exclusion list and is not excluded under special cases

"I/We, <<Name of Individual/Organization>>, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority; I/We certify that I/We am/are from such a country and have been registered with the Competent Authority. I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered in this procurement process. Copy of my/our registration with the Competent Authority in this regard is also enclosed"

Annexure L- Template for PBG

Performance Bank Guarantee:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Agency") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide 'Communication Agency Services to CBIC's Taxpayer Outreach Program' <<name of the assignment>> to DGTS(hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Agency shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid for minimum period of 36 months.

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Annexure M – Declaration for Authorized Signatory

I, Son / Daughter of Shri Director / Authorized Signatory of competent to sign this declaration and execute this bid document.

I have carefully read and understood all the terms and conditions of the bid and hereby convey my acceptance of the same.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

(Director / Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

Annexure N – No Deviation Certificate

<On _____ Company
Letterhead><Date>

This is to certify that our offer is exactly in consonance with your RFP bearing RFP no <<Enter RFP Number >> dated <<_____>> and subsequent amendments/corrigendum etc. thereto. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification and Technical Requirements Specification), legal or Commercial aspects in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure O – Draft Services Agreement

Contract Agreement No. _____/ Dated _____/

Services Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on theday of the month of 20...., between, on the one hand, The President of India, acting through the Director General of Taxpayer Services, Central Board of Excise and Customs, Department of Revenue, Ministry of Finance, Government of India, having its office located at C R Building, I P Estate, New Delhi-110109 (hereinafter called the "Purchaser" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, [*] represented by [*] having its office located at [*] (hereinafter called the "Agency" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Purchaser had invited proposals vide its Request for Proposal for appointment of 'Communication Agency Services to CBIC's Taxpayer Outreach Program'(hereinafter called the "Consultancy");
- (B) the Agency submitted its proposals for the aforesaid work, whereby the Agency represented to the Purchaser that it had the required professional skills, and in the said proposals the Agency also agreed to provide the Services to the Purchaser on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Purchaser, on acceptance of the aforesaid proposals of the Agency, awarded the Consultancy to the Agency vide its Letter of Award dated (the "LOA"); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "**Agreement**" means this Agreement, together with all the Annexes;
- (b) "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;
- (c) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- (e) "**Conflict of Interest**" shall have the meaning set forth in Clause 2.16 read with the provisions of RFP;
- (f) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- (g) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (j) "**INR, Re. or Rs.**" means Indian Rupees;

- (k) "**Man day**" means 9 (nine) man hours of work, excluding travel time;
 - (l) "**Member**", in case the Agency consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
 - (n) "**Party**" means the Purchaser or the Agency, as the case may be, and Parties means both of them;
 - (o) "**Personnel**" means persons hired by the Agency or by any Sub- Agency as employees or retainers and assigned to the performance of the Services or any part thereof;
 - (q) "**RFP**" means the Request for Proposal document in response to which the Agency's proposal for providing Services was accepted;
 - (r) "**Services**" means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
 - (s) "**Sub-Agency**" means any entity to which the Agency subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
 - (t) "**Third Party**" means any person or entity other than the Purchaser, the Agency or a Sub-Agency.
- All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- (c) As between any value written in numerals and that in words, the value in words shall prevail.

1.1.3 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Service Agreement;
- b) Non- Disclosure Agreement and Service Levels;
- (c) Schedules and Annexures;
- (c) RFP with subsequently issued corrigendum;
- (d) Technical and financial proposal submitted by the Agency, to the extent they along with subsequently issued clarifications furnished by the Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Purchaser and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Purchaser and the Agency shall be as set forth in the Agreement, in particular:

- (a) The Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Purchaser shall make payments to the Agency in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be construed and interpreted in accordance with and governed by applicable laws of India, and that both parties agree that courts in the Delhi, India shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.10 or to such other person as the Agency may from time to time designate by notice to the Purchaser; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Agency may from time to time specify by notice to the Purchaser;
- (b) in the case of the Purchaser, be given by e-mail and by letter delivered by hand and be addressed to the Purchaser with a copy delivered to the Purchaser's Representative set out below in Clause 1.10 or to

such other person as the Purchaser may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in the same city as the Purchaser's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

1.8.1 The Services shall be performed at the offices of the Purchaser in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Agency.

1.8.2 The Purchaser may require the Key Personnel to spend the required man hours at the offices of the Purchaser and the Agency agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Purchaser or the Agency, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.9.2 The Purchaser may, from time to time, designate one of its officials as the Purchaser Representative. Unless otherwise notified, the Purchaser Representative shall be:

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Tel:

Mobile:

E-mail:

1.9.3 The Agency may designate one of its employees as Agency's Representative. Unless otherwise notified, the Agency's Representative shall be:

.....

Tel:

Mobile:

E-mail:

1.10 Taxes and duties

- i. Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Purchaser shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.
- ii. The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Agency wherever applicable. The Agency shall pay for all other taxes in connection with this Agreement, Service Levels, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- iii. The Purchaser or its nominated agencies shall provide Agency with the original tax receipt of any withholding taxes paid by Purchaser or its nominated agencies on payments under this Agreement if may be required. The Agency agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies, the Agency and third-party subcontractors.
- iv. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the services i.e. any applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Terms of Payment. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy if the same was liable to be paid by Purchaser as per applicable laws and as per the terms of this agreement.
- v. Taxes which are statutory required to be paid by Purchaser, shall be paid by Purchaser

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Purchaser shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date") and shall continue to be in force for a period of 3 (three) years from the Effective Date, which can be extended upto 3 more years at the discretion of the purchaser, which shall be binding on the Agency.

2.2 Commencement of Services

The Agency shall commence the Services within a period of 14 (fourteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 2.2 above, the Purchaser may, by not less than 2 (two) weeks' notice to the Agency, terminate this Agreement

2.4 Expiry of Agreement

This Agreement shall expire upon either (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Purchaser which should be subject to undisputed express confirmation by the Authority which shall not be unduly held with the Authority;

Or (ii) the expiry of 3 (three) years from the Effective Date, or the expiry of the extended period as per clause 2.1. Whichever is Later.

If terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, the Purchaser shall make payments of all undisputed amounts due to the Agency hereunder in accordance with Clauses 2.9.5

The term of the agreement may be extended to 2 years with mutual consent on same terms & conditions of the agreement.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

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2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

No amendment, variation or other change to this Agreement or the Service Levels shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the Service Levels.

Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, pandemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (d) In so far as applicable to the performance of Services, Agency will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

2.7.2 No breach of Agreement

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 insofar 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.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. This however shall be subject to approval of the other Party. In case the Party is unable to perform and notifies the same to other Party. Other Party shall have the right to get the services performed by a third party at its own costs to avoid any losses and/or damages during the time of restoration to the normal conditions by the Party who notifies of undergoing the Force Majeure. Provided

that such Force Majeure is not cause due to any act and /or omission by such Party who notifies of undergoing the Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Purchaser may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Agency of such notice of suspension.

2.9 Termination of Agreement

2.9.1 by the Purchaser

The Purchaser may, by not less than 15 (fifteen) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Purchaser may have subsequently granted in writing;
- (b) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) The Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) The Agency submits to the Purchaser a statement which has a material effect on the rights, obligations or interests of the Purchaser and which the Agency knows to be false;
- (e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 by the Agency

The Agency may, by not less than 90 (Ninety) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Purchaser fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 60 (sixty) days after receiving written notice from the Agency that such payment is overdue;
- (b) As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Agency's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and materials furnished by the Purchaser, the Agency shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Purchaser will make the following undisputed payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Purchaser):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) Except in the case of termination pursuant to Sub-clauses (a) through

(e) Of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Agency's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Agency, as well as the Personnel and agents of the Agency and any Sub-Agency, comply with the Applicable Laws.

3.2 Confidentiality

The Agency, its Sub-Agency and the Personnel of either of them shall not, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Purchaser to the Agency, its Sub-Agency and the Personnel; any information provided by or relating to the Purchaser, its technology, technical processes, business affairs or finances or any information relating to the Purchaser's employees, officers or other professionals or suppliers, customers, or contractors of the Purchaser; and any other information which the Agency is under an obligation to keep confidential in relation to the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Purchaser.

Notwithstanding the aforesaid, the Agency, its Sub-Agency and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

(i) Was in the public domain prior to its delivery to the Agency, its Sub-Agency and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Agency and the Personnel of either of them;

(ii) Was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub-Agency and the Personnel of either of them shall give the Purchaser, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded same confidential treatment as of it belongs to the Agency; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub-Agency or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Agency or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Limitation of Liability

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total contract value under this Agreement. The liability as defined under this Clause shall not be applicable to the indemnification obligations of Agency and breach of confidentiality and Security.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

The allocations of liability in this Section 3.4 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts

3.5 Accounting, inspection and auditing

The Agency shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and costs, and the basis thereof (including the basis of the Agency's costs and charges); and

(b) Permit the Purchaser or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser.

3.6 Agency's actions requiring the Purchaser's prior approval

The Agency shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the professional personnel as are not listed in Annex-2;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Purchaser prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub- and its Personnel pursuant to this Agreement; or

(c) Any other action that is specified in this Agreement.

3.7 Reporting obligations

3.7.1 The Agency shall submit to the Purchaser the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein. Agency agrees that time is of the essence of this Agreement

3.7.2 The Agency shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Purchaser, in the format set out in Annex-8 hereto. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Consultancy by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8 Documents prepared by the Agency to be property of the Purchaser

3.8.1 All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Agency (or by the Sub-Agency or any Third Party) in performing the Services shall become and remain the property of the Purchaser, and all intellectual property rights in such Service Documents shall vest with the Purchaser in perpetuity. Any Service Document, of which the ownership or the intellectual property rights do not vest with the Purchaser under law, shall automatically stand assigned to the Purchaser as and when such Service Document is created and the Agency agrees to execute all papers and to perform such other acts as the Purchaser may deem necessary to secure its rights herein assigned by the Agency.

3.8.2 The Agency shall, not later than 15 (fifteen) days of the termination or expiration of this Agreement, deliver all Service Documents to the Purchaser, together with a detailed inventory thereof. The Agency, its Sub-Agency or a Third Party shall not use these Service Documents for purposes unrelated to this Agreement and/or after termination/expiry of this Agreement without the prior written approval of the Purchaser.

3.8.3 Indemnification:

- i. Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively referred to as "Loss") caused/claimed to/from Purchaser due to any act and/or omission leading to breach of obligations of Agency under the agreement or on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's act and/or omission which may lead to negligence and willful default by Agency in performance or non-performance under this Agreement.

- ii. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- iii. However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
 - Procure the right for Indemnified Party to continue using it
 - Replace it with a non-infringing equivalent
 - Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

The Agency shall hold the Purchaser harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Agency or its Sub-Agency or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Purchaser.

3.9 Materials furnished by the Purchaser

Materials made available to the Agency by the Purchaser shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish to the Purchaser, within 15 (fifteen) days of the termination or expiration of this Agreement, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Purchaser.

3.10 Providing access to Agency's Office and Personnel

The Agency shall ensure that the Purchaser, and officials of the Purchaser having authorization from the Purchaser, are provided unrestricted access to the office of the Agency and to all Personnel during office hours. The Purchaser's official, who has been authorised by the Purchaser in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Agency and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected, if any, by it directly or procured from other agencies/authorities, estimates and all other details prepared

by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Purchaser against any inaccuracy in its work which might surface during implementation of the Service, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. AGENCY'S PERSONNEL AND SUB-Agency

4.1 General

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and other particulars of each of the Agency's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth and additional services, if any, may be made by the Agency with prior written consent of the Purchaser, provided that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 15% (fifteen per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 30% (thirty per cent) thereof. Any other adjustments shall only be made with the written approval of the Purchaser.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the additional work or the estimated periods of engagement of Personnel set forth in the Annexes of the Agreement may be increased by agreement in writing between the Purchaser and the Agency, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 15% (fifteen per cent) thereof.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Purchaser. No other Key Personnel shall be engaged without prior approval of the Purchaser.

4.3.2 If the Agency hereafter proposes to engage any person as Professional Personnel, it shall submit to the Purchaser its proposal along with a CV of such person. The Purchaser may approve or reject such

proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Agency may propose an alternative person for the Purchaser's consideration. In the event the Purchaser does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Purchaser.

4.4 Substitution of Key Personnel

4.4.1 The Purchaser expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Purchaser will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel. Such substitution shall be limited to two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Purchaser. Without prejudice to the foregoing, substitution of the Communication Strategy Lead Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.4.2 The Agency should specifically note that substitution of the Communication Strategy Lead Expert will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Lead Expert or termination of the Agreement. The Communication Strategy Lead Expert must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

4.4.3 In the event that any Key Personnel shall, in the opinion of the Purchaser, persistently fail in delivering the required quality of services, the Purchaser may by notice require the Agency to substitute such Key Personnel. The Agency shall thereupon substitute the Key Personnel as if such substitution is being done by the Agency in accordance with the provisions of Clause 4.4.1.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Purchaser, and the Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Communication Strategy Lead Expert and Project Manager

The person designated as the Communication Strategy Lead Expert of the Agency's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the

Agency shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Agency

Sub-Agency if any to be employed under this Agreement are hereby approved by the Purchaser. The Agency may, with prior written approval of the Purchaser, engage additional Sub-Agency or substitute an existing Sub-Agency. The hiring of Personnel by the Sub-Agency shall be subject to the same conditions as applicable to Personnel of the Agency under this Clause 4.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Purchaser may:

Provide the Agency, such support in obtaining clearances as may be possible and under control of Purchaser for effective implementation of the Services

5.2 Access to land and property

The Purchaser warrants that the Agency shall have, free of charge, unimpeded access to the offices of the Purchaser subject to prior intimation in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Agency as and when so required, the Parties shall agree on –

- a) the time extension, as may be appropriate, for the performance of Services, and
- b) The additional payments, if any, to be made to the Agency as a result thereof pursuant to Clause 6.1.3.

5.4 Payment

In consideration of the Services performed by the Agency under this Agreement, the Purchaser shall make to the Agency such undisputed payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE AGENCY

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Agency is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Agency in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, however the same shall be paid subject to that a prior approval of the Authority was taken by the Agency for such expenditure.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3.1 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) This provision shall be governed by Clause 6 (Payment Terms) of the RFP. The Purchaser shall cause the payment due to the Agency to be made within 30 (thirty) days after the receipt by the Purchaser of duly completed bills with necessary particulars (the “**Due Date**”).
- b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Agency and approved as satisfactory by the Purchaser. The Services shall be deemed completed and finally accepted by the Purchaser and the final Deliverable shall be deemed approved by the Purchaser as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Purchaser, within such 60 (sixty) day period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Purchaser shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Purchaser.
- c) Any amount which the Purchaser has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Agency to the Purchaser within 30 (thirty) days after receipt by the Agency of notice thereof. Any such claim by the Purchaser for reimbursement must be made within 1 (one) year after receipt by the Purchaser of a final report in accordance with Clause 6.3 (c). Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- d) All payments under this Agreement shall be made to the account of the Agency as may be notified to the Purchaser by the Agency.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 3% (three per cent) of the Agreement Value (the "**Performance Security**"); provided, however, that the Agency shall not be required to provide a Performance Security in the form of a bank guarantee.

7.1.2 The Purchaser shall retain by way of Performance Security, 3% (three per cent) of all the amounts due and payable to the Agency, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Agency at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Purchaser may make deductions from any subsequent payments due and payable to the Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.3 The Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement so that the value of the Performance Security shall remain 3% of the Agreement value during the subsistence of this agreement and subject to Clause 7.1.4 herein below

7.1.4 This performance security shall be valid till six months after the completion of the project from the date of signing of this Agreement or for such time as is required under this Agreement;

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Purchaser in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages shall be imposed in accordance with Clause 7 of the RFP (Service Levels and Penalties) and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Purchaser shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy or on the reputation of the Purchaser, other penal action including debarring for a specified period may also be initiated as per policy of the Purchaser.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by

either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the [*] of the Purchaser and the [*] of the Agency or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or any statutory modifications or re-enactment thereof, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

9.4.2 There shall an Arbitral Tribunal of three arbitrators, of whom each Party shall select one Arbitrator, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the third Arbitrator shall be appointed by the Court in accordance with the Arbitration & Conciliation Act, 1996.

9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Agency and the Purchaser agree and undertake to carry out such Award without delay, subject to any legal remedy available under the law.

9.4.4 The Agency and the Purchaser agree that an Award may be enforced against the Agency and/or the Purchaser, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award or any arbitration proceedings hereunder.

10 Data Ownership

All the data created as the part of the project shall be owned by Purchaser without any exceptions.

11 Risk Purchase

If the Agency fails to perform its obligations (or any part thereof) under the Agreement or if the Agreement is terminated due to breach of any obligations and/or terms and conditions by the Agency under the Agreement, Purchaser reserves the right to procure the same or equivalent Services from alternative sources/ other empaneled service provider at Agency's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Services shall be borne by the Agency. Any such incremental cost incurred in the procurement of such Services from alternative source will be recovered from the undisputed pending due and payable Payments under this Agreement /Security Deposit / Performance Bank Guarantee provided by the Agency under the Agreement and if the value of the Services under risk purchase exceeds the amount of Security Deposit and / or Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

12 Miscellaneous

12.1. Waiver

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Agreement: -

- (a) Shall be in writing;
- (b) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;
- (c) Shall be executed by a duly authorized representative of the Party; and
- (d) Shall not affect the validity or enforceability of the Agreement in any manner.

12.2. Severability

If for any reason whatever, any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under the Agreement or otherwise.

12.3. Assignment

- i. Agency shall not be permitted to assign or transfer any or all its rights and obligations under the Agreement to any third party without the prior written permission of the Purchaser.
- ii. The Purchaser may assign or novate all or any part of the Agreement and Schedules/Annexures, and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees.

12.4. Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

for and on behalf of

(Name of the firm)
(Agency)

(The President of India)
(Purchaser)

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

ANNEXES to the Draft Contract

Annex 1: Terms of Reference
(Reproduce Clause 1.3 - Scope of Work of the RFP)

Annex 2
Deployment of Key Personnel

(Reproduce Clause 1.4 Resource Requirement and Section 4.1.8 Proposed resources)

Annex-3
Cost of Services

(Reproduce commercials as per Annexure-IV of the RFP)

Annex 4
Bank Guarantee for Performance Security
(Reproduce Annexure V with Actual Performance Security)

Annex 5
Non-Disclosure Agreement and Integrity Pact as per Annexure VI of the RFP

Annex 6
Fortnightly Time Report
[Format as mutually agreed between the parties]

Note:

* Hours in the Purchaser's office include time spent in the office of the Purchaser or at any place other than the office of the Agency, as may be necessary for carrying out the assignment.

* The time sheet shall be submitted by the Agency's authorized representative to the Purchaser's authorized representative by 18th and 7th day of each month for the approval of Purchaser's authorized representative.

***** End of RFP*****