



Government of India
Ministry of External Affairs
External Publicity & Public Diplomacy Division
Shastri Bhawan, New Delhi 110001

REQUEST FOR PROPOSAL
E-NOTICE INVITING TENDER FOR “Selection of a bidder for Analysis of Print,
Electronic, Online and other Media coverage”

Tender No: Q/XPR/3091/01/2017		DATED: 12/11/2024
S.No.	<u>Important Dates</u>	
1.	Published Date	12/11/2024 (Tuesday)
2.	Bid Document Download Start Date	12/11/2024 (Tuesday)
3.	Pre Bid Meeting	25/11/2024 (Monday)
4.	Clarification Start Date	13/11/2024 (Wednesday)
5.	Clarification End Date	01/12/2024 (Sunday)
6.	Bid Submission Start Date (online)	12/11/2024 (Tuesday)
7.	Bid Submission End Date (online)	16/12/2024 (Monday)
8.	Date of Technical Bid Opening (online)	17/12/2024 (Tuesday)
9.	Date of Financial Bid Opening (online)	To be shared in due course.

The bid shall be submitted online at GeM Portal Website: <https://gem.gov.in/>. **Manual bids shall not be accepted.**

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E- TENDER NOTICE

On behalf of the President of India acting through the External Publicity & Public Diplomacy Division, MEA, E-tenders under the two bid system- Technical Bid and Financial Bid are invited from qualified bidders reputed, experienced and financially sound agencies for Media Analysis in all its various dimensions- print media, electronic media, social media, online media and other media platforms, for the Ministry of External Affairs in New Delhi and its offices abroad.

1. SCOPE OF WORK

1.1 The scope of the work would include, inter alia, the following:

- i. Daily Press Review of English and Hindi Print Media on foreign policy issues.
- ii. Daily Roundup of English and Hindi Electronic Media on Foreign Policy issues.
- iii. Daily Press Review of Online English and Hindi media on foreign policy issues.
- iv. Daily web-based analysis of the international print, electronic and other English language media especially in the US, UK, France, Germany, Russia, China, Japan, Australia, Canada, South Asia, South East Asia, West Asia and other parts of the world on issues of interest of India.
- v. In addition to analysis of web-based media for neighbouring countries as detailed above, daily Analysis of select audio-visual media in neighbouring countries as identified by XP Division from time to time.
- vi. Delivery of outputs of the analysis work in desired formats on a real-time basis as indicated in the deliverable below.
- vii. SMS Alerts on Breaking News to be sent based on stories that appear in Print, Online and Electronic Media. Stories on MEA or relating to Indian foreign policy that appear on News tickers (electronic media) to be sent as SMS alerts.
- viii. Maintenance of an online dashboard that would categorize articles, news reports, commentaries, and audiovisual clips, according to specified tags, and indexed according to media organization, date of publication, correspondent or columnist, and other key parameters. The online dashboard is to be linked to an electronic archive that would allow for easy retrieval of all previous reports. The Ministry of External Affairs will have complete access to the records at all times and all materials will be sole property of the Ministry.
- ix. Executive summaries in the nature of analysis of media coverage of foreign policy issues on daily, weekly and monthly basis.
- x. Maintenance of an online application available on iOS and Android platforms which would facilitate access to all content updated in real time, and with the option of

notifications for breaking news enabled.

- xi. In addition to news, keeping focus on views, comments and opinion on matters of importance to MEA.
- xii. Specific notes on press coverage of important topics (to be identified in discussion with XP office), and compilation of coverage articles.

1.2 Key deliverables: The key deliverables of the qualified bidder to the Ministry in respect of media would be as follows.

- i. **Early Morning Print Review:** Early morning review of Print media stories in English and Hindi delivered at 0600hrs and continually updated, seven days a week.
- ii. **Daily Print Morning Review:** Comprehensive morning review of print media stories in English and Hindi delivered at 0700 hrs arranged thematically, seven days a week.
- iii. **Comprehensive news bulletin:** A comprehensive daily news bulletin covering all news items, with a summary of each news item followed by a link to the full news item, to be delivered by 1030 hrs, seven days a week.
- iv. **Electronic Media Daily Review:** The bidder will analyse stories on foreign policy appearing on Indian electronic and online media (Hindi and English) during the day and a comprehensive review will be provided at 1800hrs, seven days a week, with an update at 2300hrs following the late night shows. The review will be in the form of a short summary, accompanied by a link to the video clip.
- v. **International Media Review:** A comprehensive review of all the principal news stories and editorials/commentary that have appeared in the international media about India and/or Indian foreign policy. The International Media Review should be available twice a day (at 1000hrs and at 2200hrs), seven days a week, and sources can be categorized according to the geographic spread. This would include both print and web based stories, as well as those that have appeared in the electronic media. For the latter, links to the audiovisual clips should be provided.
- vi. **Feature Stories:** A review of all the feature stories appearing on India in Indian and International magazines/blogs/news-sites to be delivered once a day.
- vii. **Positive Stories:** A review of all positive stories about India appearing in Indian and International magazines/blogs/news-sites to be delivered once a day.
- viii. **Negative Stories:** A review of all negative stories about India appearing in Indian and International magazines/blogs/news-sites to be delivered once a day.
- ix. **SMS Alerts:** SMS Alerts on Breaking News to be sent based on stories that appear in Print, Online Electronic and other Media. Stories on MEA or relating to Indian foreign policy those appear on News tickers (electronic media) to be sent as SMS alerts.
- x. **Daily Executive Summary:** A daily executive summary (1 page) on the major news stories of the day on foreign policy highlighting editorials and opinion pieces, with links to said pieces. The daily executive summary will constitute the core of media analysis

- segment,
- xi. **Weekly Summary:** Weekly reports (1-2 pages) on trends of media coverage of India and other foreign policy issues of interest to be provided on each Monday for the previous week.
 - xii. **Monthly media analysis:** A detailed monthly report (3-4 pages) on coverage of India and other foreign policy issues of interest in international media to be provided on the 2nd day of the following month.
 - xiii. **Topical reports (need based):** Reports on international media coverage on issues of topical interest, visits etc., to be provided within three hours of request.
 - xiv. **News archival:** Production of folder(s) on thematic issues, etc. on need basis. The Ministry will provide a list of such themes/journalists for this purpose from time to time.

1.3 Responsibilities of the Qualified Bidder:

- i. The analysis bidder to arrange its own premises, technical equipment, manpower and other related requirements.
- ii. The analysis bidder will provide dedicated, digitized analysis and archiving operation with capability to deliver outputs in multiple formats via a secure FTP website or through email and in the form of transcripts.
- iii. The entire analysis function will be supervised by Senior Management of the team.
- iv. The Analysis bidder's tracking team will focus the print, electronic, online and media for daily news and information relating to India's external affairs in three shifts of six hours each, throughout the day, every day.
- v. The Analysis bidder will take necessary measures to ensure secure delivery, storage, archiving and retrieval systems for clients, including inter alia providing sufficient backup for data access by users in the eventuality of a crash or a security compromise.
- vi. All deliverables shall be sent to the Ministry electronically, unless otherwise specified.
- vii. The exhaustive list of sources (print, electronic, online and other) will be provided by the XP Division as amended from time to time. Subscription to all relevant international websites, newspapers, magazines, etc. will be done by the Analysis bidder.

1.4 Purpose/Objective of the assignment: The purpose of the exercise is to provide the Ministry, and the Missions and Posts abroad, a detailed analysis review of the news on Indian foreign policy, and developments around the world as well as commentary and opinions about India in the media space. The purpose through this service would be to keep officials abreast of developments, breaking news and commentaries.

2. Validity & Extension of Contract: The work contract will be assigned initially for a period of one (1) year, which may be given maximum two (2) extensions of one (1) year each at the sole discretion of the Ministry on same terms & condition and at same cost, subject to satisfactory

performance and with the written consent of the bidder.

3. In order to award the above mentioned work/contract, e-tenders are invited from the reputed firms, companies etc who are in this field and fulfill the technical and financial terms and conditions.

- MEA at its own discretion, extend the date for submission of proposals. In such case all rights & obligations of MEA & applicants previously subject to the deadline will thereafter be subject to the deadline as extended.
- During the process of evaluation of Proposals, MEA may, at its discretion ask applicants for clarifications on the proposal. The Applicants are required to respond within the prescribed time frame. MEA may, for any reason, modify the tender document before the date of submission of proposal. The amendment (S) to the tender document would be clearly spelt out and the applicants may be given sufficient time to amend their proposal due to such modifications.

4. Minimum Eligibility Criteria

- i. The bidder should be registered with Registrars of Companies with any Indian States Sales Tax Department for work contract tax. Copies of the valid Registrations/Incorporation Certificates, PAN/TIN No., GST No., bidder profile and details as per proforma (**Annexure I**) should be attached.
- ii. The bidder should have a minimum experience of three (3) years ((two) 2 years in case of SMEs and Startups) ending month of March prior to the bid opening, providing similar services to any Government Ministry/Department/PSUs. Copies of relevant contracts/orders with certificate of satisfactory performance from different Government Ministries/Department to be uploaded along with bid in support of having provided services during each of the financial year.
- iii. The minimum average annual financial turnover of the bidder during the last three financial years ending on 31st March of the previous financial year should be at least 1 crore (70 lakh for SMEs and Startups). Documentary evidence in the form of certified audited balance sheet of the relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be uploaded with bid. In case the date of constitution/incorporation of the SMEs/start-ups is less than three (3) year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- iv. The bidder should submit a certificate that it has not been blacklisted from any Government Ministry/Department/PSUs organization or any private organization of repute.
- v. The bidder should submit a certificate that information given by them is correct and they will abide by the decision of the XPD Division.

5. Estimated Bid Value: : Rs. 1,75,00,000/-

Estimated Bid value indicated above is being declared solely for the purpose of guidance on Earnest Money Deposit (EMD) amount and for determining the eligibility criteria related to turnover, past performance and project/past experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted price which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received on bid process.

6. **Pre-Bid Meeting:** Pre-bid meeting will be held at Conference Hall (Room No. 152B), XPD Division, Ministry of External Affairs, 'A' Wing, Shastri Bhawan, New Delhi on 25.11.2024.

7. **Submission of Bids in two parts**

- Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The proposal/bids should be uploaded in separate two parts –

- i. **Technical Bid:** Only the agencies who fulfil the Minimum Eligibility Criteria and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to undergo a technical evaluation.
- ii. **Financial Bid:** The bidder must submit their financial bid in the prescribed format **Annexure II** of this tender document and no other format is acceptable. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later.

8. **Evaluation of Bids:**

(A) **Technical evaluation**

- i. Only the agencies who fulfill the **Minimum Eligibility Criteria** and upload the documents as mentioned in Annexure I shall be eligible for technical evaluation. Such agencies shall be required to present a **Technical Presentation showcasing their skills and details as laid down in table below :**

Sl. No.	Requirement	Score (Out of 100 marks)
1.	No. of Graduate employees working in the bidder (Provide a self attested copy of Graduation Certificate).	Max. 10 marks 01 to 04 = 02 marks 05 to 09 = 04 marks 10 to 14 = 06 marks 15 to 20 = 08 marks more than 20 = 10 marks
2.	Number of work orders (piece work or work of duration less than 6 months with reputed organisations , Government ministries/Departments)- Media Analysis in all its various dimensions- print media, electronic media, social media, online media and other media platforms.	Max. 10 marks Less than 1 = 0 marks 1 – 2 = 2 marks 3 – 4 = 4 marks 5 – 6 = 6 marks 7 – 8 = 8 marks More than 8 = 10 marks]

3.	Number of long term contracts/empanelment (agreements of duration of more than or at least 6 months with reputed organisations, Government Ministries/Departments)- Media Analysis in all its various dimensions- print media, electronic media, social media, online media and other media platforms.	Max. 20 marks Less than 1 = 0 marks 1 – 2 = 4 marks 3 – 4 = 8 marks 5 – 6 = 12 marks 7 – 8 = 16 marks More than 8 = 20 marks]
4.	Average annual turnover of the Bidder over the last three financial years i.e. 2021-22, 2022-23 & 2023-24.	Max. 10 marks <u>Except SMEs and Startups:</u> [= 1 crore = 6 marks >1 crore & <1.25 crore = 7 marks >1.25 crore & <1.5 crore = 8 marks >1.5 crore & <1.75 crore = 9 marks More than 1.75 crore = 10 marks] <u>For SMEs and Startups :</u> [= 70 Lakh = 6 marks >70 Lakh & <1 crore = 7 marks >1 crore & <1.25 crore = 8 marks >1.25 crore & <1.5 crore = 9 marks More than 1.5 crore = 10 marks]
5.	Live Presentation showcasing Technical aspects of the proposal including architecture & competence and strategy.	Max. 25 Marks Strategy & Resource (Human/Technological) for Media analysis and analysis supervised by senior management of the team – 10 Marks Dashboard for the ministry to easily access to all the key deliverables – 5 Marks Data security, Safety mechanism to prevent unauthorized access to the

		dashboard – 5 Marks Time lag during transmission – 5 Marks
6.	<u>On the day of Live Presentation, the bidder is required to submit a printed folder with compilation of news from 5 days prior to the day of presentation as per the following index:</u> <ul style="list-style-type: none"> i. National Media – news related to foreign policy and external affairs. ii. Regional Media – news related to foreign policy and external affairs. iii. Foreign Media – news related to foreign policy and external affairs. iv. Other global issues of relevance (significant D developments in other countries with regards to Politics and Economy, particularly Asia, India’s neighbourhood & P5 Countries). v. Social media coverage – news related to foreign policy and external affairs. 	Max. 25 Marks 5 Marks 5 Marks 5 Marks 5 Marks 5 Marks

ii. For verification of information submitted by the Bidder, the Tender Evaluation Committee (TEC) may visit Applicant’s offices at its own cost. The Bidder shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidder shall also assist the Committee in getting relevant information from the Bidder references, if desired.

iii. The applicant should secure 60 or more than 60 marks in technical evaluation to be considered for subsequent financial bid.

(B) Financial Evaluation:

1. Only the agencies which qualify the Technical evaluation round will be eligible to participate in the financial bidding round. The date, time and venue for opening of the Financial Bid will be intimated on a later date.

2. The bidder/bidder applying will quote their ‘per month rates’ (inclusive of applicable taxes) at the GeM Portal.

S.No.	Name of the work	Rate in Rupees (inclusive taxes)
1.	Monthly charges for Analysis of Print, Television and Online Media.	Rs. _____ (in figures) _____ (in words)

3. The bidders are strictly advised to refrain from by quoting unrealistic prices, at which they may not make supplies later.

4. No change in financial bids is allowed after the last date of submission of tender documents.

5. After evaluation of financial bids, the bidder will be awarded the contract as per Quality and Cost Based Selection (QCBS) System.

(C) SELECTION CRITERIA:

QCBS (Quality and Cost Based Selection) method shall be adopted with weightage of 70% for technical proposal and 30% for the financial proposal.

- **Technical Bid Score:** The Technical Bid Score ‘St’ of the Bidder shall be derived as under

$St = (Stm / SH * 100)$, where

St is the Technical Bid Score

Stm = Total technical bid marks of the bidder under consideration.

SH = Highest Total Technical bid marks amongst all evaluated bids.

- **Financial Bid Score:** The bidder/bidder applying will quote their ‘monthly rates’ (inclusive of applicable taxes) (as per the Financial Bid proforma). The Financial Bid Score ‘Sf’ of the Bidder shall be derived as under

$Sf = (FL / F * 100)$

Where

Sf is the Financial Score

FL is the value of the lowest Commercial Bid

F is the price quoted in the bid under consideration.

- The Total score of the Bidder will be determined as under

Total Score = (TS) = (0.7 x St) + (0.3 x Sf)

- The bid of the bidder, who obtains the highest TS value, will be rated as the Most Responsive Bid. In the event of the same TS score of bidders, the bid with the highest technical score (St) will be rated as the most responsive bid. Beyond that, Bid Evaluation Committee will decide the matter in its full discretion.

Award of Work: Will be awarded to the Most Responsive Bidder, having highest composite score.

Rejection of bids: The Ministry reserves the right to annul the tendering process, or in whole or part at any time or to accept or reject any or all proposals without assigning any reasons or without any obligation to inform. No tenders/bidders shall have any cause or claim against the Ministry for such action or rejection of their proposal. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Failure to furnish all the required information may result in rejection of the bid.

Errors & Rectification: Arithmetical errors will be rectified on the following basis:

If there is discrepancy between the unit price & the total price that is obtained by multiplying the unit price & quantity, the unit price shall

prevail & the total price shall be corrected. If there is a discrepancy between words & figures, the amount in words will prevail.

9. Earnest Money Deposit (EMD): A bidder is required to submit Earnest Money Deposit (EMD) of Rs. 3,50,000/- (2% of the estimated tender value i.e. Rs 1.75 Crore) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects, valid for a period of 45-days beyond the final bid validity period, in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi.

The bid security of unsuccessful bidders at each stage will be returned to them within 15 days after the completion of process at that particular stage. Earnest Money Deposit with MEA for the purpose of tender will earn no interest. Earnest Money Deposit of successful bidder will be returned within 15 days after receipt of Performance Guarantee.

N.B.: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].

The original hard copy of Earnest Money Deposit (EMD) of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only) in favour of "Pay & Account Officer, Ministry of External Affairs" is also required to be submitted in a sealed envelope superscribed "Tender for hiring of an bidder for Media Analysis in all its various dimensions- print media, electronic media, social media, online media and other media platforms," on or before the closing date and time of e-submission of online bids to **Vasudev Ravi, OSD (PR), External Publicity & Public Diplomacy Division, Ministry of External Affairs, Room No. 140A, A-wing, 1st Floor, Shastri Bhawan, New Delhi (Tel No- 23383462)**, failing which the bids will not be considered; If exemption from EMD is applicable to any bidder then documents supporting exemption from such payment must be submitted in hard copy on or before the closing date and time of e-submission of online bids to as per above given address.

10. Forfeiture of EMD: Bid Security/ EMD submitted by the bidder shall be forfeited **in full or part** at any time or instance, if the bidder:

- Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- fails to furnish requisite performance **guarantee** within stipulated time required **(with in 15 days of issuance of work order from the XPD Division).**

11. Bid Opening: The bids will be opened in Room No. 146, A Wing, XPD Division, Shastri Bhawan, in the presence of those bidders who may desire to be present at that time. The Technical Bid will be opened first. Proposals received will be examined by a Technical Committee; Technical Committee will call for a presentation by the prospective bidders. Only those firms, which fulfill the technical terms and conditions, will be eligible for opening of financial bid.

12. GENERAL TERMS & CONDITIONS

NOTE: Bidder should read these conditions carefully and comply strictly while submitting the Proposals

- I. Selected bidder shall not assign or sublet the Contract or any substantial part thereof to any other agency.
- II. Direct or indirect canvassing on the part of the bidder or his representative will lead to disqualification.

12.1 Penalty Clause:

- a) Refusal or inability or delay by the successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiting of performance guarantee as well as disqualification of the bidder from participating in future tenders.
- b) Penalty will be charged @0.5% of the activity per week subject to maximum of 5% of monthly payment, in case of delay/non-completion/poor quality of work within the stipulated time period.
- c) It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In case it is observed that the accurate media analysis is not provided as per the scope of the work of the Tender Notice or poor quality of work, the Ministry may impose penalty on the selected contractor.
- d) In the event of delayed or unsatisfactory services, by the bidder, the Ministry may charge the penalty as below:

S.No.	Item	Penalty
1.	Qualified mistakes/shortcomings as per the scope of work mentioned under Tender Notice.	1 st Instance = First Warning 2 nd Instance = Second Warning 3 rd Instance = 0.5% of monthly payment 4 th Instance = 1% of monthly payment 5 th Instance = 2% of monthly payment 6 th Instance = 4% of monthly payment 7 th Instance = 5% of monthly payment 8 th Instance = Agreement Cancel

For the above penalty clauses, a five member committee comprising Dir(XPD) [Chair], OSD(PR), DS(PR), US(DD) and US(XPS) will assess the performance of the bidder within scope of work. Agency will also be given chance by the committee to explain their position. The decision of the committee will be final in all such cases.

12.2 Termination: The Ministry may terminate the Contract of the bidder within 30 days in case of the occurrence of any of the events specified below:

- a) If the Bidder becomes insolvent or goes into compulsory liquidation.

- b) If the Bidder, in the judgment of Ministry has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Bidder submits to the Ministry a false statement which has a material effect on the rights, obligations or interests of the Ministry.
- d) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Ministry.
- e) If the Bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In such an occurrence the Ministry shall give a written advance notice before terminating the Contract.

12.3 Trial Period (10 days)

The selected bidder will be put on trial for the 10 days before signing the final agreement. No payment will be made for the trial period. A five member committee comprising Dir(XPD) [Chair], OSD(PR), DS(PR), US(DD) and US(XPS) will assess the performance of the bidder within scope of work. In the event that the services of the selected company will be found not according to the scope of work during the trial period, final contract will not be signed with the bidder and the Earnest Money Deposit shall be returned within 15 days **with no interest**. The decision of the committee will be final. In such case, the next eligible bidder will be given chance on the same price quoted by the first selected bidder. The next bidder will also be put on trial as mentioned above.

12.4. Performance Bank Guarantee (PBG): The successful bidder shall provide a Performance **Bank** Guarantee, for his due and faithful performance of the contract, for a sum equivalent to 3% of the total tendered amount in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchasers' interest in all respect in favour of "Pay and Accounts Officer, Ministry of External Affairs, New Delhi Payable at New Delhi" within 15 days of issuance of work order from the XPD Division or signing the Agreement. The Performance Guarantee should be valid upto the date of expiry of the contract period plus 60 days. In case of renewal or continuation of the agreement, a fresh Performance Bank Guarantee will be issued by the successful bidder before signing of the renewal of the Agreement. After recording of the completion certificate for the all works by the XPD Division, the performance guarantee shall be returned to the bidder, without any interest.

12.5 Forfeiture of PBG: PBG in full or part may be forfeited in the following cases:

- When any terms and conditions of the Contract are breached.
- When the Bidder fails to provide services desired satisfactorily.

Notice of reasonable time will be given in case of forfeiture of PBG. The decision of MEA in this regard shall be final.

No interest shall be levied upon the Ministry for delayed return of the Performance Bank Guarantee, if any.

No interest shall be payable upon the Ministry for delayed payment in respect of bills raised by the bidder.

If the Bidder requires an extension of time in completion of contractual service on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Consultant. **However, the authority shall be at sole discretion as to whether extension may be given or not.**

Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Consultant.

Any dispute settlement, difference or disagreement whatsoever, arising between the Bidder/Consultant and MEA, out of or relating to the construction meaning, scope, operation or effect of Project under this Tender document, or the validity or breach thereof, of Terms and Conditions or covering anything herein contained or arising out of this Tender document, shall be settled through mutual consultation. Where such dispute, difference or disagreement cannot be settled mutually or is not resolved by mutual consultation, either interested party may refer it to JS (XP) of MEA, who shall on such reference appoint a Sole Arbitrator, who shall be a government servant not below the rank of Director, not connected in any manner to the activities under Tender document or the Project. The arbitration proceedings shall be conducted in accordance with and be subject to the Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time and the decision of Sole Arbitrator shall be final and binding on the parties.

The courts in Delhi shall have exclusive jurisdiction with respect to any legal dispute, difference or proceedings instituted by the Parties under this Tender document or Project.

The Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Contractor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of MEA in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Consultant shall promptly notify MEA in writing of such condition and the cause thereof. Unless otherwise directed by MEA in writing, the Consultant continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.6 **Validity of the Proposal:** The Proposal shall be valid for a period of not less than 120 days from the last date of submission of proposal.

13. Payment terms:

- The bidder who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a month indicating full description.

- Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are all inclusive, including manpower support and complete scope of work as per RFP for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.
- In the event of lowering of government levies after the finalization of the contract, the selected bidder shall automatically pass on the benefits to MEA; and in the event of increasing of government levies after the finalization of the agreement, MEA shall consider the case on merit and the pro-rata benefits to the selected bidder may be conserved if full reference with documentary evidence is submitted.

14. Payment upon Termination: In case of the termination of the Contract, MEA shall pay the selected bidder for that part of the Services which have been authorized by MEA and satisfactorily performed by the selected bidder upto the date of termination. Without prejudice any other rights, MEA may retain such amounts from the payment due and payable by MEA to the selected bidder as may be required to offset any losses caused to MEA because of any act/omissions of the selected bidder.

15. Liquidated damages and termination:

- It would be the first and foremost responsibility of the successful contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delay in services or unsatisfactory services, the Ministry may impose penalty on the contractor as per para 13.1 of the Tender Notice.
- In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.
- In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Ministry in that event and the Performance security deposit may also be forfeited.

16. Indemnification:

a) The Bidder shall indemnify the Ministry for an amount not exceeding 3 (three) times the value of the Contract for any direct loss or damage that is caused due to any deficiency in services provided by the Bidder pursuant to the Contract.

b) The Bidder shall defend and indemnify the Ministry, its officers and employees from and against any damages to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees' negligence or willful misconduct.

17. Disqualification of Bids

Bidders who do not unconditionally accept the Tender conditions or who do not fulfill the pre-qualification requirement and other conditions enumerated in this tender document, shall not be

considered for the work and their bids shall be summarily rejected. In case of bids which are summarily rejected, the EMD will be refunded within 15 days with no interest.

18. Governing Laws And Jurisdiction

This shall be construed and governed by the laws of India, and the parties hereby submit to the exclusive jurisdiction of the Delhi court of law.

19. Force Majeure:

1. The Ministry may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

4. The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Ministry of External Affairs shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Ministry of External Affairs shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

20. Contact Details

For any query in regard to the proposal/tender conditions, the bidder can contact Sh. Ashish Dabas, PO(XPT), Email: poxt@meaindia.in, po.xpt@mea.gov.in Phone number : 011 23782678.

21. Closure of Contract- While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" may be taken from the contractor as per the format given in the Annexure 21 of Manual for Procurement of Services, 2017.

22. Security Clause: The bidder must not have any existing contract for similar nature of services with neighbouring countries, nor must enter into such a contract during the term of the current agreement with the Ministry of External Affairs.

Sl. No.	Documents	File type
1.	Earnest Money Deposit (EMD) of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only) in favour of Pay and Accounts Officer, Ministry of External Affairs payable at New Delhi Scanned copy of the EMD to be uploaded. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from EMD submission [Subject to production of required MSE certification].	.pdf
2.	Copies of registration/incorporation certificate in case of proprietorships/companies	.pdf
3.	Copy of PAN & GST number as applicable.	.pdf
4.	Copy of ITR returns for the last three F.Y. years.	.pdf
5.	Copy of Latest Sales Tax/VAT/GST Clearance Certificate or copy of latest tax deposit challan.	.pdf
6.	A list of their owners/partners/directors etc. of the bidder.	.pdf
7.	Copy of self attested Graduation Certificate.	.pdf
8.	Copy of Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India.	.pdf
9.	Copies of award of contracts/work orders from Central Ministries/ Departments/private organizations of repute: (Piece Work or with a duration of less than 6 months)	.pdf
10.	Copies of award of contracts from Central Ministries/ Departments/private organizations of repute: long term contracts/empanelments (with a duration equal to or more than 6 months)	.pdf
11.	Copy of an audited statement of account of the bidder and relevant documents in support of Annual Turn-over. (turnover figures must be highlighted): Proof of Annual turnover of each of the last three financial years.	.pdf
12.	Name and contact information of bidder's representative	.pdf
13.	Certificate that bidder accepts and abides by all terms and conditions unconditionally	.pdf
14.	Proof of Average Annual turnover of at least 1 Crore (70 lakh for SMEs and Startups) for the last three years.	.pdf
15.	Certificate that all information submitted is true and bidder shall abide by decision of the XPD Division.	.pdf

Financial Bid

S.No.	Name of the work	Rate in Rupees (inclusive taxes)
1.	Monthly charges for Analysis of Print, Television and Online Media.	Rs. _____ (in figures) _____ (in words)