

**EMBASSY OF INDIA
BRUSSELS**

TENDER DOCUMENT

Hiring an Agency

For

TV& Radio Monitoring & Related Services

For

EMBASSY OF INDIA, BRUSSELS

217, CHAUSSE DE VLEURGAT, 1050, *BRUSSELS*, BELGIUM

<u>Important Dates</u>	
Published date	14.01.2021
Bid document download start date	14.01.2021
Bid submission end date	15.02.2021
Date of Technical Bid opening	26.02.2021

**Embassy of India
Brussels**


NOTICE INVITING BIDS

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for selection of an **Agency for TV & Radio monitoring and related services** in respect of the Embassy of India, Brussels for a period of one (1) year, extendable on year to year basis for another two years on same price and subject to mutual agreement.

2. The last date of receipt of offer in sealed envelope is on or before 15th February 2021 up to 1700 hrs. Tender documents are available on our website <http://www.indianembassybrussels.gov.in> and www.eprocure.gov.in. Details can also be collected from HOC office- (E mail: hoc.brussels@mea.gov.in); Phone No 02-6451854

3. The bids shall remain valid for 120 days from the date of opening of technical bids. Any future clarification and/or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website:
<http://www.indianembassybrussels.gov.in>

4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.


Sd/-
Head Of Chancery

TENDER NOTICE

Subject: Selection of an Agency for TV, Radio Monitoring and related services in respect of the Embassy of India, Brussels.

Press & Information Wing of the Embassy of India is considering selection of an agency for TV & Radio monitoring and related services in respect of the Embassy.

(A) Scope of work:

- a. Monitoring a pre select list of TV channels, Radio including monitoring of pre select list of digital platforms such as Online News portals, Online TV channels, Online radio channels and Online News channels on Youtube.
- b. The area of Monitoring will be finalized in consultation with Embassy of India Brussels.
- c. Providing daily/weekly/monthly structured English summaries (up to 300 words) and full English translation (on request) of each media items / news on working days and/or on weekends in the format and timing to be decided in consultation with Embassy of India.
- d. Providing urgent news alert on real time basis (modalities of category of News item will be finalized in consultation with Embassy of India)
- e. Keeping a record of monitoring and summaries in the format decided in consultation with Embassy of India Brussels.

2. **Validity & Extension of Contract:** The work would be assigned initially for a period of one year which may be extended for a further period of two years (one year at a time) at the sole discretion of the Embassy of India, Brussels on the existing terms and with the written consent of the Agency.

3. **A two bid system (Technical & Financial Bids) will be followed.** The technical bids shall be opened on 26th February 2021 at 1100 hrs in Embassy of India, Brussels in the presence of those tenderers who may desire to be present at that time. In case due to ongoing COVID 19 restrictions, the bidders will not be in a position to attend bid opening physically, technical bid may be opened through video conferencing facility. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(B) Minimum Eligibility Criteria:

The agency should be registered with the Registrar of Companies and should hold valid PAN, Sales tax/GST registrations/VAT.

Pre-bid Meeting: Pre-bid meeting shall be held with the eligible and intending bidders in the, HOC office in Embassy of India, Brussels at 1130 Hrs on 2nd February 2021 to clear the doubts of intending bidders, if any. Bidders should send by email all their queries, before pre-bid Meeting, latest by 1700 Hrs. on 28th January 2021 to the email id: hoc.brussels@mea.gov.in . If further pre-bid meeting is required for complete and effective interactions, the date and time of the same will be communicated at the

end of 1st pre-bid meeting or later. All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper.

(C) Submission of bids:

The bidders should submit their bids to the office of Head of Chancery, Embassy of India, Brussels.

(i) Technical Bid: The bidding agencies are required to submit documents as detailed in **Annexure I**. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.

(ii) Financial Bid: to be submitted in the format as given in **Annexure II**.

(iii) Validity of Bid: Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tendered should have no objection to extend it, if required by the Embassy.

(D) Technical evaluation

1. Only the agencies who fulfill the **Minimum Eligibility Criteria** and submit 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 below

2. The technical evaluation of the bidders shall be made on following points:

S No.	Category	Marks
1.	Quality and Efficiency of service, proper organization of the media monitoring and the related services.	40 marks (on the basis of presentation)
2.	Manpower Total manpower including translators employed by Agency	20 marks [<= 10 = 4 marks 10 <= 20 = 8 marks 20 <= 30 = 12 marks 30 <= 40 = 16 marks > 40 = 20 marks]

3.	Experience	Number of projects undertaken with / currently working with; Govt. / PSU sector	20 marks [1 - 2 = 4 marks 3 - 4 = 8 marks 5 - 6 = 12 marks 7 - 8 = 16 marks > 8 = 20 marks]
4.		Number of projects undertaken with / currently working with; private sector enterprises.	20 marks [1 - 2 = 4 marks 3 - 4 = 8 marks 5 - 6 = 12 marks 7 - 8 = 16 marks > 8 = 20 marks]
	TOTAL		100 marks

3. The minimum qualifying score shall be 60.

(E) Financial round:

1. Only the agencies, who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid (*and video conferencing schedule in case required due to ongoing COVID 19 restrictions*) will be intimated on a later date.
2. No change in financial bids is allowed after the last date of submission of tender documents.
3. After evaluation of financial bids, the L1 (lowest responsive financial bid) bidder will be awarded the contract.

(F) Other Terms & Conditions:

1. Tender received after closing date and time will not be entertained.
2. Embassy reserves the right to extend the last date and time for submission of the bids at its own discretion.
3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and Embassy will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Embassy until execution of a contractual agreement.
4. The bids shall remain valid for a period of 120 (One hundred & twenty) days. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests should preferably be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.

5. Failure to furnish all the required information may result in rejection of the bid.
6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of Embassy. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.
7. Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
8. To assist in Technical evaluation, Embassy reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
9. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
10. The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
11. In all matters related to dispute relating to this tender, the decision of this office will be final and binding upon the firm/agency.
12. The Embassy reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Embassy for rejection of his proposal.
13. Payment terms:
 - The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - The agency who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a quarter indicating full description.
 - Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required 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. Only applicable taxes shall be applied in addition to quoted rates.

14. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.

15. **No Subcontracting:** The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.

16. Quality of Summary of news item with proper translation within the time schedule are of paramount importance and any lapse may lead to cancellation of the contract with the agency without any further notice.

17. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Embassy will be final and binding on all bidders participating in this bid.

(G) Performance Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 10% of the total contract price before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

(H) Agreement deed: The successful bidder shall execute an agreement for the fulfillment of the contract within 15 days from the date of award of the contract.

(I) PENALTY CLAUSE:

If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, Embassy may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Embassy and take and other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/satisfaction.

(J) FORCE MAJEURE:

1. Embassy may consider relaxing the penalty and delivery requirements, as specified in 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.

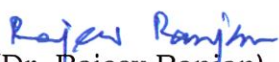
5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Embassy of India, Brussels shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy of India, Brussels 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.

(K) Liquidated damages and termination:

- 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 the event of delayed or unsatisfactory services, this Embassy may recover a sum from the contractor equivalent to minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.

- 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 Embassy in that event and the Performance security deposit may also be forfeited.


(Dr. Rajeev Ranjan)
Head of Chancery
Embassy of India, Brussels

Annexure I

	Document
1.	Copy of Registration with Registrar of Companies
3.	Copy of Income tax returns for the last three years.
5.	A list of their owners/partners etc. of the agency
6.	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.
7.	Copies of award of contracts along with Certificate of satisfactory performance from Central Ministries/ Departments/private organizations of repute.
8.	Copy of proof of qualification/additional skills in respect of the team proposed to be employed by the Agency.
9.	Copy of an audited statement of account of the agency
11.	Self-certification regarding Manpower employed by Agency

Annexure-II

FINANCIAL BID

Annual TV & Radio Monitoring and related services in respect of Embassy of India, Brussels:

(A) Annual rate as per scope of work

Excluding taxes: Euros.....

*Including taxes: Euros.....

*The including rates are inclusive of all charges, surcharges, taxes, duties etc. including Work Contract Tax/ Service Tax etc.

Taxes may be clearly mentioned separately head wise. Where no tax will be applicable **NIL tax** should be mentioned

BIDDERS SIGNATURE WITH OFFICIAL SEAL/STAMP

Bidder Details

a)	Name/Address of Agency including PIN Code	
b)	Registrations Details with date	
c)	Owner's Name	
d)	Income Tax Pan No.	
e)	Service Tax Registration No.	
f)	Telephone No. Office	
	Residence	
	Mobile No.	
g)	Residential Address	
h)	Annual turnover for last three financial year	
i)	List of Major Corporate Clients	
j)	Performance Report, If any	
k)	Any Other Information/ Documents which may help in assessing Bidder's abilities	

Bidder's signature with stamp