

Expression of Interest
For
Empanelment of Advertising Agencies

Tender Ref. No. EdCIL/BD/Empanelment Advt/2016 dated 12th May 2016



EdCIL (India) Limited
(A "MINI RATNA" PSU of Govt. of India)
'Ed.CIL House', Plot No. 18A, Sector - 16A
NOIDA - 201301 (UP), INDIA
Tel: 0120 - 2512001 - 006, Fax: 0120 - 2515372



EdCIL (India) Limited
(A "MINI RATNA" PSU of Govt. of India)

**(An ISO 9001-2008 & 14001-2004 Certified Company) EdCIL House, 18-A,
Sector 16-A, NOIDA – 201301 (U.P.)**

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Place for opening of the bid	Convention Hall EdCIL (India) Limited [A "MINI RATNA" PSU of Govt. of India) EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	02 nd June , 2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	02 nd June , 2016 at 1600 hrs

**Cost of Tender Document:
Rs.1,000/- (Rupees One Thousand Only)**

Name of the Bidding Company/ Service provider:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Email	

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CHAPTER - I

Introduction

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2008 & 14001:2004 Certified Company. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) under Ministry of Human Resource Development to serve the education sector.

1. The company over the three decade of existence has executed many projects and consultancies and has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies, Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.) and their large corporates.
2. EdCIL offers a wide range of Information and Communication Technology (ICT) consultancy, Turnkey and Technology solutions in different segments of Education and Human Resource Development within the country and overseas. EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Human Resource Development like “*Sarv Siksha Abhiyan (SSA)*”, “*Mid Day Meal Scheme (MDM)*”, “*National Mission on Education through Information & Communication Technology (NMEICT)*”, “*Rashtriya Madhyamik Shiksha Abhiyan (RMSA)*”, “*National Literacy Mission Authority (NLMA)*”, “*Higher Education Statistics and Public Information System (HESPIS)*”, “*Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNMTT)*” etc.
3. The company offers the following technology led solutions in the Education & Training space.
 - a. **Online recruitment Services** are offered to various Government Departments/Public Sector Undertakings, Educational Intuitions in order to select and appoint executives for various organizations. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.
 - b. **IT and ICT Division** offers services, which are technology led in nature. Currently, it is offering capacity building training services, IT based automation services like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages and e-content development, e-operation and management (networking & Wi-Fi facilities), solutions to educational institutions along with that setting up of virtual universities;

- c. Skill Development & Human Resource Training including Teachers Training;
- d. Marketing of Indian Education product overseas;
- e. Placement of Indian Teachers overseas;
- f. **Edu-Technology and Infrastructure Division** offers concept to commission services like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies, Project Evaluation, Project Management and Turnkey Solutions. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defence University, Indian National Railway University, Central Universities and many other institutes of national importance;

4. The company has expertise and large network of alliance partners and tie-up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects. The successful clients include:

National

- Various Ministries; State Government; Statutory/Autonomous Bodies/Public Sector Undertakings; Private Sector;

Overseas

- Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, Scientists and Managers (APESMA), Australia, DEAKIN University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealand, etc.

5. EdCIL has diversified into the other areas of Social Sector (Health, Agriculture and Rural Development) and has been accepted as a preferred service provider for undertaking consultancy assignments. In addition to the above, EdCIL has also executed several projects funded by World Bank, African Development Bank and other International Organizations.

CHAPTER 2

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Bid, which is supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier responding to Expression of Interest and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned.
Day	"Day" means a working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
TC	Tender Committee
PBG	Performance Bank Guarantee (also called as SD/Bank Guarantee)
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Agency	"Agency" means aaccredited advertising agency that may provide the communication Services to EdCIL under the Contract.
Proposal	"Proposal" means the Technical Proposal of the Advertising Agency.
EOI	"EOI" means the Expression of Interest to invite bids from accredited advertising agencies for selection of Empanelment of Advertising Agency.

CHAPTER 3

INVITATION FOR THE BIDS

EdCIL India Ltd (EDCIL) intends to empanel accredited advertising agencies for handling branding/non branding communication jobs. This includes display advertisements and other public awareness/announcement advertisements besides designing and printing of various publications including Company's Annual Report, publicity materials, communication materials for fairs and exhibitions, recruitment tender advertisements, letter heads, envelopes, internal memos, standees, Greeting Cards, Diaries, Calendars, Exhibitions/ Posters/ Display materials etc.

The agency should be fully accredited with Indian Newspaper Society (INS) as well as regional newspapers for publishing advertisements on commercial/DAVP rates and should be equipped with adequate infrastructure for designing, preparation and printing of material in English, Hindi and other regional languages. The agency should be capable of event management, handling and organizing exhibitions, seminars, liaising with media and develop communication strategy in organising international event.

The objectives of the agency is to facilitate services such as conceptualising, designing, printing and advertising besides organizing events, exhibitions, seminars etc. at national/international forum.

In this context, EDCIL intends to empanel accredited agencies / service providers through an Open tender process. The bidders shall be invited to submit a Technical Proposal. The Contract will be valid initially for a period of 2 years, which will be extended further for a period of one year on satisfactory performance of agency.

The Expression of Interest is issued by the EdCIL India Limited to obtain bids from reputed and accredited advertising agencies for empanelment of agencies / service providers to provide and organize services relating to printing, advertising, event management etc. to EdCIL.

Interested agencies are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of this tender document with full understanding of its implications.

Bids can be submitted by Indian registered company/ Limited Liability Partnership (LLP) engaged in the job of designing, preparing and printing of materials for advertisement and internal consumption of EdCIL. Consortium of companies/ service providers is not allowed.

CHAPTER - 4
Schedule for invitation to EOI

1.	Name of the issuing office	Shri V V Murari, CGM (P) EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
2.	Submission of EOI and Contact person	Shri V V Murari, CGM (P) EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)
3.	Date of Bid Specification document to be available on the website www.edcilindia.co.in	12th May, 2016
4.	Date of Pre-Bid meeting (For online query please mention “Bid Query” in the subject line)	24th May, 2016 at 1500 hrs
5.	Last date for submission of Bid Query	23rd May, 2016
6.	Last date for uploading replies	26th May, 2016
7.	Last date and time for submission of EOI	02 June, 2016 (upto 1500 hrs.)
8.	Date and time of opening of Bid	02 June, 2016 at 1600 hrs
9.	Place of opening of Bid	EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)

CHAPTER 5

INSTRUCTIONS TO BIDDERS

1. Procedure for preparation and submission of bids

- 1.1. The Expression of Interest (EOI) will have one packet system for the scope of the work:
 - a) Technical Bid consisting of all Technical details along with commercial terms and conditions.
- 1.2. The bid should be sealed by bidder in separate cover duly super scribed as Empanelment of Advertising Agencies.
- 1.3. Bid should not include any financial information. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received “Late” or due to any other reason.
- 1.4. The EOI received late and declared late by the Bid Evaluation committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.5. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7 Technical bid, bid fee and Earnest money must be prepared as per instructions provided in this section.
- 1.8 Bidder should take into account any corrigendum published on the tender document before submitting their bid.
- 1.9 Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
- 1.10 As part of the bid, the bidder should provide the following fee:
 - a) Bidder has to pay the bid fee for Rs.1000/-(One Thousand only)in favour of **EdCIL India Ltd.** “Payable at **Noida (U.P.)**in the form of Demand Draft, failing which the bid will be rejected.
 - b) The Bidder must furnish earnest money for Rs.50,000/-(Fifty thousand only)in favour of **EdCIL India Ltd.** “Payable at **Noida (U.P.)**in the form of Demand Draft, failing which the bid will be rejected.

2. Assistance to Bidders

Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender issuing office for a tender or the relevant contact person indicated in Schedule for invitation to tender.

3. Cost of the tender

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Content of the tender

The tender documents includes :

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Special Terms and Conditions

The bidder is expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

5. Clarification on tender

A prospective bidder requiring any clarification on tender document may submit queries to the issuing officer in the following format so as to receive before the date of pre-bid conference :

S.No.	Section no	Clause No	Reference/Subject	Clarification sought

EdCIL will host the replies to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and is not obliged to send individual reply to the bidders. Bidders are advised to see the clarifications/amendments on EdCIL website during the bid process.

6. Amendment in Tender Document.

- 6.1. At any time up to the last date for receipt of EOI, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 6.2. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.
- 6.3. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

7. Language of EOI

The EOI prepared by the Bidder and all correspondence and documents relating to the RFP exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

8. Documents comprising the bid

The bid prepared by bidder shall comprise the following components:

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience
- v) Certificate of Incorporation
- vi) PAN No. and Service Tax Registration Certificate
- vii) Certificate of Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted
- ix) Complete details and literature of Agency depicting the capability of conceptualising, designing, printing and organising of ads, event, material etc.

9. Prices

- 9.1 All the empanelled bidders will be invited to quote the financial offer for the proposed work, clearly defining the scope of work, on each occasion, as and when arise.
- 9.2 The financial quotes of all the empanelled agencies will be scrutinized and finalized on the lines of terms and conditions stipulated at the time of offer of work on each occasion.
- 9.3 On completion of financial offer exercise by the tender committee, the selected agency will be awarded the work and shall be invited to enter into an agreement for the work, for which he has to submit the Performance Bank Guarantee @ 10% of the work so allotted for a period according to the timelines of deliverables in the contract.
- 9.4 Each time all the empanelled agencies shall be offered to quote the financial bid for the work, as and when arise, during the period of empanelment by EdCIL.

10. Authorized Signatory

- 10.1 The bid document should be signed by the authorized representative of the bidder.
- 10.2 The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

11 Period of Validity of Bid

Bids shall remain valid for the period of 90 days after the date of opening of bid. A bid valid for a shorter period may be rejected by EdCIL as non responsive. In exceptional circumstances, EdCIL may solicit the bidder's consent to an extension of the period of bid validity. The request and response shall be in writing.

12 Last date and receipt of Bid

The bid should be submitted not later than the time and date specified in schedule for invitation to tender. However, EdCIL may, at its discretion, extend the last date for the receipt of bids by amendment.

13 Late Bid

Any bid received by EdCIL after the specified time and last date for receipt of bid prescribed by EdCIL shall be rejected.

14 Address for Correspondence

The bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by EdCIL.

15 Preliminary examination

EdCIL will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not substantially responsive will be rejected by EdCIL.

16 Earnest Money (EMD)

- 16.1 The bidder shall furnish along with bid an Earnest Money deposit amounting to Rs. 50,000/- (Rs. Fifty thousand only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.
- 16.2 Bids received without EMD shall be summarily rejected.
- 16.3 The earnest money of unsuccessful bidders shall be refunded without interest after approval of empanelment of agencies.
- 16.4 EMD of successful bidders shall be retained as security money for all the empanelled agencies after signing of agreement. In addition, the PBG will require to be submitted @ 10% of the work value, when an individual work other than advertisement in the newspaper is assigned.
- 16.5 The EMD will be forfeited on account of one or more of the following reasons:
 - a) The bidder withdraws its proposal during the bid validity period.
 - b) The bidder does not respond to the requests for clarification of its proposal.
 - c) The bidder fails to provide required information during the evaluation process.
 - d) In case of successful bidder, the said bidder withdraws the offer or refuse to accept the letter of award for empanelment of advertising agencies after empanelment.

17 Pre-bid conference

The bidder or his official representative is advised to attend a pre-bid conference on 24.05.2016 at 1500hrs. at the office of :

**Chief General Manager (Projects)
EdCIL (India) Limited,
EdCIL House, 18 A, Sector 16A,
NOIDA – 201 301 (U.P)
Phone: 0120 2512008, Fax: 0120 2515372
Email: vvmurari@edcil.co.in**

The purpose of this meeting will be to clarify issues and to answer queries on any matters that may be raised at that stage.

The bidder is requested to submit any queries in writing by fax followed by post copy in confirmation so as to reach EdCIL **not later than 23.05.2016**.

Queries relevant to the bid Documents shall be addressed to the General Manager (HR), EdCIL. Reply to the bidder's queries will be made by EdCIL (India) Limited by uploading of response in the EdCIL website.

Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting. Any modification of the bid documents, which may become necessary as a result of the pre-bid conference, shall be made by EdCIL exclusively through the issuance of an Addendum (or Addenda) and not through the minutes of the pre-bid conference. **Addenda will be treated as part of Tender Document.** The copy of Addenda and response to other queries will also be hosted on EdCIL website (www.edciliindia.co.in) for the purpose of downloading.

18 Overall bid Evaluation Process:

- I. Evaluation criteria will be based on evaluation of the bidder meeting the technical qualification (including eligibility criteria). The evaluation shall consist of following phases:
 - i) Phase I – Evaluation of Eligibility Criteria
 - ii) Phase II - Evaluation Methodology for shortlisting advertising agencies:
 - a. Allotment of marks on the basis of documents submitted (Max. 70 marks)
 - b. Evaluation on the basis of presentation (Max. 30 marks)
- II. The final ranking of the agencies shall be prepared on the basis of cumulative marks scored against criteria at ii a) and b) above. The agency will have to score minimum threshold marks of 60 marks out of a total of 100 marks to become eligible for empanelment.

However only seven agencies will be finally empanelled. In case more than seven agencies get higher than the threshold marks of 60 marks only the first seven agencies in terms of marks will be empanelled.

19 Phase I : Evaluation of Technical Bid:

19.1 Bidder shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. The technical bid of only those bidders who qualify in the eligibility criteria will be evaluated as laid down in the subsequent section.

19.2 Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1	The agency should be an Indian registered company/ Limited Liability Partnership (LLP) engaged in the job of advertising for minimum of 3 years in India as on 31 st March 2015. Consortium of companies/ service providers is not allowed.	Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP
2	The agency should have full and continuous Indian Newspaper Society accreditation for the last 3 years and should be valid as on the date of submission of response against EOI.	Copy of self attested accreditation certificate to be submitted against the EOI. EdCIL may ascertain accreditation status from INS.
3	The agency should be a profit-making concern for the last three financial years, with minimum Average Annual turnover of at least Rs.15Crores in last 3 years.	A certificate of Turnover from Chartered Accountant for the last three financial years (i.e. 2014-15, 2013-14, 2012-13).
4	The agency must have successfully handled at least 2 advertisement campaigns in the last one year to be reckoned from due date of submission of response against this EOI.	Creative along with tear sheets of at least 3 different publications for print media and/or copy of TV commercials along with attested copies of work orders and completion certificate.

5	<p>At least two assignments for designing and printing of Annual Report, Diaries/Calendars and Corporate Brochure of either of the following during the last two years to be reckoned from the date of submission of EOI:</p> <ul style="list-style-type: none"> • A company whose equity shares are listed on NSE or BSE. The company should be listed as on date of submission of response. • Ministry/Department of GOI including PSU. • 	One copy of each of the Annual Report/Corporate Brochure along with copies of work orders and completion certificates.
6	<p>At least two assignments involving designing, fabrication and installation of pavilions at an exhibition conducted at national/international city for development of commercial/educational activities in India and abroad during the last two years to be reckoned from due date of submission of EOI.</p>	Photographs of pavilions/stalls put up along with copies of work orders and completion certificates.
7	<p>At least one assignment of an AV/Film/multimedia during the last two years to be reckoned from the date of submission of EOI.</p>	Copy of film in CD along with copies of work orders and completion certificates.
8	<p>The agency should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.</p>	<p>Declaration as per proforma The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)</p>

Note:

- i) *Campaign is defined as one or more advertisements developed on the basis of a specific brief released in multiple media at predetermined frequency.*
- ii) *Agency shall also require to submit a certificate from their auditor as per Annexure along with copies of work orders and completion certificates.*

19.3 Agencies meeting all the above criteria will be considered for further evaluation for empanelment. The agencies meeting all the above eligibility criteria shall be evaluated on the criteria mentioned below:

19.4 Evaluation Methodology for shortlisting advertising agencies who fulfilled the eligibility criteria:

i Stage 1 – Evaluation of agencies on the basis of documents submitted. The parameters against which each eligible agency will be evaluated in Stage 1 are as under:

S. No	Technical Parameters	Max score	Documentary evidence to be submitted
1.	Average Annual Turnover of the Bidder during the last three (3) financial years (FY 12-13, 13-14 & 14-15) >= INR 30 Crores:(10 marks) >= INR 20 Crores and < INR 30 Crores : (7marks) >= INR 15 Crores and < INR 20 Crores:(5 marks)	10	copy of CA certificate
2.	Number of Accounts of Maharatna/Navratna Companies/ Govt./PSU Departments handled during the last 3 years to be reckoned from due date of submission of response against EOI 2 Marks for each Maharatna/Navratna/ Govt Accounts handled and 1 Mark each for other PSU	20	Copy of work order and completion certificate issued by client
3	Areas of diversified services during two years to be reckoned from the date of submission of EOI: a) Public Relation b) Media buying c) Market Research d) Audio-visual development/Film/Multimedia e) Website/Internet communication f) Direct marketing g) Offset and digital print production h) Exhibition and Fabrication i) Event Management j) Advertising (2 mark each)	20	Copy of work order and completion certificate issued by client
4.	Assignments Advertisements/ Exhibitions/ Print/ Films/ Events/ Digital campaign/ International campaign - undertaken for Ministry/Department/ PSU under Government of India in the last two years from the date of submission of EOI (3 marks for each assignment)	20	Copy of work order and completion certificate issued by client
	Total	70	

Note: Agency shall also require to submit a certificate from their auditor as per Annexure along with copies of work orders and completion certificates.

The agency which scores 45 marks or more (out of 70 marks) on the above criteria will be evaluated further at Stage – 2.

ii Stage 2 – Evaluation of agencies on the basis of presentation: All agencies scoring the minimum qualifying marks at stage 1 above shall be invited to make a presentation which will be evaluated on the following parameters:

S. No	Technical Parameters	Max score
1.	Creative concepts and approach with reference to handling important branding assignments	5
2.	Work done on electronic media related to advertising	5
3	Work done on design, programming and maintenance of websites of listed company (whose equity shares are listed on NSE or BSE. The company should be listed as on due date of presentation and also during the period when the job was being executed) during the last two years to be reckoned from due date of presentation.	5
4(a)	International exhibitions handled (exhibition space of 120 sq. m. and above)	5
4 (b)	Work done on handling social/digital media presence for listed companies (whose equity shares are listed on NSE or BSE. The company should be listed as on due date of presentation and also during the period when the job was being executed) during the last two years to be reckoned from due date of presentation.	5
5	Understanding/awareness of the education market and about EdCIL (for this purpose a brief will be shared with qualifying agencies based on which a broad media campaign strategy will have to be developed and shared).	5
6	Logo & Catch line	5
	Total	30

Agencies will have to score minimum marks of 15 out of a total of 30 marks to qualify the stage 2 of evaluation.

20 Combined Evaluation

The final ranking of the agencies shall be prepared on the basis of cumulative marks scored against criteria at Stage 1 and Stage 2 and agencies will have to score minimum threshold marks of 60 marks out of a total of 100 marks to become eligible for empanelment. Agencies which meet the above criteria will be eligible for empanelment, in the order of their rankings. However, totally only seven agencies will be qualified to be empanelled. In case more than seven agencies obtain higher than the threshold marks of 60, only the first seven agencies in terms of marks will be empanelled.

CHAPTER - 6

SCOPE OF WORK

The empanelled advertising agencies would work on various communication assignments for EdCIL. The brief scope of work as indicative list of assignments is as follows:

1. Conceptualisation of creative, designing and media management including release of advertisements in newspapers, journals, commercials on TV/Radio etc. for EdCIL's corporate campaign.
2. Printing and production of:
 1. Annual Reports
 2. House Journals (English/Hindi)
 3. Corporate Brochures
 4. Greeting Cards
 5. Diaries
 6. Calendars
 7. Exhibitions/Posters/Display materials
 8. Letter heads, internal memos, envelopes etc.
 9. Any other print production jobs
3. Design and release of advertisements in print media for
 1. NITs, UFRs/AFRs
 2. Chairman's speech
 3. Recruitment/Auction Notices etc.
 4. Classified Ads, Tenders etc.
 5. To provide inputs such as circulation figures, cost etc. for various newspapers to plan and decide media plan
 6. To liaison with newspapers and arrange for release of advertisement at a short notice on desired dates
4. Organizing Exhibitions/fairs, setting up of stalls/pavilions, events in India and abroad
5. Production of TV and radio commercials/Advertisements in India and abroad
6. Arranging publication of articles in leading news dailies/magazines.
7. Organising media campaign in social media.
8. Providing creative inputs for website.
9. Advising EdCIL on Google search engine optimization objective.
10. Any other work related to publicity and corporate communication of the organization

CHAPTER - 6

Proposed Contract Terms

1) Job Allocation:

1. The empanelled agencies will be required to offer services for routine advertisement release and publications:
 - i) In newspapers having DAVP rates at DAVP rates only.
 - ii) In newspapers/publications not having DAVP rates, at the lowest commercial rates. That in all such cases the schedule of the newspapers/publication showing its various commercial rates shall also have to be forwarded by the agency to the advertiser
 - iii) No publication newspaper having DAVP rates shall charge the advertiser any commercial rates.
2. In the event of specific launch of a media campaign, EdCIL will contract any/all empaneled agencies for creative options and also to distribute the creative so developed amongst one or more agencies for further release of the same in the Print/Electronic media.
3. Charges for jobs, other than press advertisements, like printing, production of diaries, calendars, greeting cards, annual reports, TV/Radio commercials, setting up of stalls in exhibitions/fairs etc. will be decided on competitive bidding basis amongst the empanelled agencies.
4. The agency will not be paid for generating designs, creative options, translation of material from English to Hindi or into any other Indian language.
5. The agency will assist the advertiser in advertising it on methods and media of advertising, preparation of drawings and block, undertaking research work and dealing with the newspapers/publications on behalf of advertiser.
6. The agency shall ensure that in all tender advertisements released in newspapers/publications, optimum utilization of space is made with no wastage of space and the advertisement is cost effective.
7. The agency shall submit the proofs of the advertisements prepared by it to the advertiser before the subject matter is actually printed or published. The advertiser shall return the proof with its official seal and
 - i) With expression 'O.K' (meaning correct as it stands) or
 - ii) With expression "O.K with correction" (meaning that the corrections marked upon the proof must be made before its publication) or

- iii) With expression 'Revise' (meaning that after corrections as suggested have been made, fresh proof must be submitted).
- 8. In the event of any error or omission not being still corrected by the agency after the duly corrected proof having been returned by the advertiser to the agency, the latter shall be liable to compensate the advertiser, the entire cost of the advertisement so published incorporating therein the said error or omission.
- 9. EdCIL reserves the right to place an order for the full or part quantities under any item of the work under scope of work.

2) Term of Empanelment

- a) The term of empanelment shall be for a period of two (2) years, extendable by one more year depending on the performance of advertising agencies.
- b) The management reserves the right to select or reject any application without assigning any reason thereof.
- c) EdCIL reserves the right to terminate the services of the agency any time without assigning any reason, whatsoever. Such decision shall be final and binding on empanelled agencies.

3) Copyright Issues

- a) The agency will be responsible for copyright issues concerning usage of images, footage, text material etc. obtained through various sources. EdCIL will not be a party to any dispute arising out of copyright violation by the Agency.
- b) The ownership of all print/outdoor/online creative and publicity materials/produced/designed through the creative agency will at all time rest with EdCIL and the agency/copywriter/photographer etc. will have no proprietary or other right in respect of the same. This would include full copyright for all time use of the images/photographs used in the creative and publicity material.
- c) The agency will be responsible for obtaining any permission that may be required for undertaking the work as detailed in subsequent offers from time to time. EdCIL will assist in this regard, wherever possible.
- d) Once the agency has submitted the artwork/other details to EdCIL, it shall become the property of EdCIL.

4) Remuneration

It is clearly understood by the agency that it shall not be paid any remuneration for the various printing jobs, design and artwork in the display of the advertisement and/or for the release of the publication and that the agency will have to reimburse/remunerate itself from the discounts offered to it by the newspaper/publication on the applicable DAVP/lowest commercial rates, whichever is applicable. That in no eventuality any amount shall be claimed by the agency from the advertiser or shall be due to the agency from the advertiser.

5) PAYMENT TERMS

For Newspaper advt.

- a) No advance payment will be considered.
- b) The agency shall send Invoice to advertiser stating therein the total cost of publication incurred on DAVP or non-DAVP rates as per agreed terms. The agency should release the advertisements on DAVP rates for Government clients of EdCIL. Payment shall be made within 30 days of Invoice being delivered in EdCIL's office.
- c) The agency shall provide a copy of the bills raised by the newspaper/publication on the agency along with invoice to advertiser.
- d) Payment and terms for other jobs, which shall be decided when the work is awarded to successful bidder after competitive bidding, shall be made in accordance with the terms and conditions set at that time.
- e) All payments against invoice shall be made in INR through RTGS to the account of the concerned agency against the pre-receipted invoices submitted in triplicate, complete in all respect on the last working day of each month. Necessary details supported with cancelled a blank cheque leaf shall be provided by the agency.
- f) Service tax/VAT shall be paid, as applicable.
- g) TDS will be deducted at source, as per rules.

6) Performance Security

- a) EMD of successful bidder shall be retained as security money after signing of agreement.
- b) In addition, the PBG will require to be submitted by the agency @ 10% of the work value, when a work is assigned on the basis of competitive bidding for all jobs, other than press advertisements, within 7 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in **Annexure 7** valid up to 90 days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.
- c) This Performance Bank Guarantee shall be retained throughout the currency of the contract, executed through competitive bidding.
- d) The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

7) Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum:
 - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

8) Confidentiality

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of other party.

9) Consortium

No consortium will be entertained by EdCIL.

10) Income Tax/ Service Tax Registration Certificate

PAN and Service tax registration No. should be quoted.

11) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

12) Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

13) LD on account of Delays in the Bidder's Performance

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.

14) Termination

EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Service provider.

a) Termination of The Contract

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a

- iii. committee or inspection of his/their creditors; or
- iv. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

b) **Consequences of Termination**

If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) **TERMINATION FOR CONVENIENCE**

- i. EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may

be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.

- iii. Liability on closure of contract on any account including termination, expiry etc. The service provided shall be obliged to handover all the legacy data base to EdCIL on closure of an agreement to enable EdCIL to migrate and operate the same on any other software.

15) Legal Liability

EdCIL reserves the right to recover any liability arising out of an act directly attributable to the service provider

16) Settlement of Disputes

- a. **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

17) Arbitration:

- a. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b. All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

18) Reservation of Rights:

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL

Website <http://www.edcilindia.co.in>.

- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- g. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

19) Suspension

- a) EdCIL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - Shall specify the nature of the failure and
 - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

20) Force Majeure

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.

- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

21) Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

22) Special Terms and Conditions

- a) The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
- b) Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- c) The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- d) EdCIL reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.
- e) Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.

Annexure 1

Bid Form

I. Addressed to

a.	Name of the tendering authority	CGM (Projects) EdCIL (India) Limited
b.	Address	CGM (Projects) EdCIL House 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2515372
e.	Email Id	vvmurari@edcil.co.in

II. Tender No. EdCIL/BD/Empanelment Advt/2016 dated 12th May 2016

III. Other related details:-

1	Name of Bidder				
2	Name & Designation of Authorized Signatory				
3	Registered/Head Office Address				
4	Delhi Office	Address			
		Phone			
		Fax:			
		Contact Person			
		Phone			
		Email id			
5	Year of Establishment				
6	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7	Telephone Number(s)/ Mobile				
8	Website URL				
9	Fax No.				
10	Email Address				
11	Indicate if organization has been blacklisted or				

	not	
12	Breakup of IT personnel	
13	No. of executive globally	
14	Are there any clarification / information etc that the bidder may like to make	

IV) The Tender document fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been remitted vide DD/ Banker's cheque No._____ dated _____ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.

V) Earnest Money amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) has been remitted vide DD No..... dated in favour of EdCII (India) Limited, payable at NOIDA, India

VI) We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VII) No Advance payment shall be made. Payments shall be made as per payments terms.

VIII) Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 2

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

To

CGM (P)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.), India

Sir,

Subject: Selection for Empanelment of Advertising Agencies

This bears reference to **EdCIL/BD/Empanelment Advt/2016 dated 12th May 2016**. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EDCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ____/____/2016 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place:

Annexure 3

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

CGM(P)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

Sir,

In response to the Tender **EdCIL EdCIL/BD/Empanelment Advt/2016 dated 12th May 2016** for empanelment of Advertising Agencies I/We hereby declare that presently our Company _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure - 4

**FORMAT FROM CHARTERED ACCOUNTANT FOR FINANCIAL CAPABILITY
OF AGENCY**

Turnover Statement

S.No	Financial Year	Annual Turnover of bidder
1.	2012-13	
2.	2013-14	
3.	2014-15	

Note: Certificate from Statutory Auditor/Chartered Accountant certifying turnover only for all three years to be attached.

Annexure – 5

Details of Past Experience:

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU in education Institutes/Universities :

S.No	Description of assignment	LOA/Work Order No. and date	Address & Phone no. of Client.	Value of Contract/ work order	Date of commencement	Scheduled Completion date	Actual Completion Date	Reason for delay in execution, if any
1.								
2.								
3.								
4.								

Place:

Signature of authorised signatory

Date

Name

Annexure-6

Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the **<project title>** for the **<name of the client>**.....project, proposed to be developed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and conserve provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2016.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarised

Accepted

.....
(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

In consideration of EdCIL India Limited acting through-----
--- (Designation& address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----
dt..... Made between..... (Designation & address of contract signing Authority) and
..... (here in after called “the said Service Provider” for the work.....
(here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ (₹only) on demand by the EdCIL (India) Ltd.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

3. (a) We (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We,.....(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by

(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) which ever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we

(indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We, (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to

the said service provider for any bearing act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relieve us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
(indicate the name of the Bank) lastly undertake not to revoke
8. We, this
guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid upto(Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:

(indicate the name of
bank)

Signature of Banks Authorised
official

Witness

(Name)-----

Designation with Code No. -----
Full Address----

1

2.

Annexure-8

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of 2016, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards Preparation Of Medium Term Strategy for EdCIL for the Period 2016- 17 To 2025- 26, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No./2016
dated.....2016.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2016 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation

to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY DEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 50,000 as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 **SANCTIONS FOR VIOLATIONS**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b 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 same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

11. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. EdCIL/BD/Empanelment Advt/2016 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited
NAME OF THE OFFICER
Designation

BIDDER
CHIEFEXECUTIVE OFFICER

Witness

Witness

1.
2.

1.
2.

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).

Check List

S.No.	Descriptions	Whether submitted or not (Yes or No)
1	Letter of proposal signed and enclosed with the bid offer	
2	Demand draft of bid fee of Rs. 1000/- drawn in favour of EdCIL has been submitted	
3	Demand draft of EMD of Rs. 50,000/- drawn in favour of EdCIL has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Deceleration of non black listing submitted	
7	Turn over Statement duly approved by CA submitted	
8	Details of past experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre contract integrity pact	
11	Signed copy of the tender document submitted	
12	Certificate of incorporation of company/business submitted	
13	Valid accredited advertising certificate from INS submitted	