



**REQUEST FOR PROPOSAL
FOR**

Selection of an agency for offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

NIT No. EdCIL/SII/Offline Social Media/02

September 2020

(Open e-Tendering Mode)



**EdCIL (India) Limited
(A Mini Ratna Category – I CPSE Company)
(A Government of India Enterprise)
(An ISO 9001-2015 & 14001-2015 Certified Company)**

**EdCIL (India) Limited
Vijaya Building, 5th Floor, 17 - Barakhamba Road, New Delhi - 110001**

NOTICE INVITING TENDER

Tender Notice No. – EdCIL/SII/ Offline Social Media/02

Dated: 01 September 2020

Study in India is a mega project by the Govt. of India under the aegis of the Ministry of Human Resource Development (MHRD) in collaboration with the Ministry of External Affairs (MEA). Under the umbrella of Study in India, select educational institutes covering public, private and deemed universities offer an array of courses ranging from engineering, management, sciences, commerce & humanities.

Bids, valid for a minimum period of 90 days from the date of opening, are invited by EdCIL (India) Limited (EdCIL) for selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program. 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. Website <http://www.edcilindia.co.in/Etenders> may be referred for detailed terms and conditions of the bidding documents. Amendments / Corrigenda / Addenda, if any would be hosted on the website only.

Earnest Money Deposit (refundable) (EMD)	INR 3,41,310/- (INR Three Lacs Forty One Thousand Three Hundred and Ten Only)
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Schedule for invitation to Open e-Tender (OT)

S No.	Topic	Date
1	Start date of issuance of RFP document	01-09-2020
2	Deadline for receipt of pre-bid queries	08-09-2020 till 2300 Hrs. via e-mail
3	Pre-bid Meeting	10-09-2020 at 11 AM through Video Conferencing (Refer Clause 4.4 Pre-Bid Clarifications for more details)
4	Media Brief by EdCIL	To be communicated at a later stage
5	Last date for online submission of bids	30-09-2020 till 2359 Hrs.
6	Opening of pre-qualification & technical bids	01-10-2020 at 1100 Hrs.
7	Presentation by agencies	To be communicated at a later stage
8	Date and time for opening of financial bids	To be communicated at a later stage

Sandeep Goel
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Terms used in RFP

- i. **“Academic Year”** means the time duration starting from the month of September in the current year till the month of August in the subsequent year
- ii. **“Agreement”** means the form of agreement together with the contents and specifications set out in all the volumes of the RFP;
- iii. **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;
- iv. **“Authorized Signatory”** means 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
- v. **“Bidder”** means the companies / firms bidding for the Project through this invitation of Request for proposal (RFP) exclusively for EdCIL (India) Limited for the specified scope of work
- vi. **“Bid Evaluation Committee”** means the committee constituted by EdCIL (India) Limited for the purpose of evaluation of bids received in response to this RFP document
- vii. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any candidate / department, including any such information that may come to the knowledge of the Parties hereto / Bidder’s team by virtue of this Contract that:
 1. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 2. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;but does not include information which is or becomes public knowledge other than by a breach of this Contract
- viii. **“Contract”** means the Agreement entered into between the Purchaser and the Bidder as recorded in the Contract form signed by the Purchaser and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- ix. **“Day”** means a working day as per Government of India (GOI).
- x. **“Deliverables”** means the products and services agreed to be delivered by the Bidder in pursuance of the Agreement as listed in Section 7: Scope of Work of the RFP and includes all documents related to the solution design and all respective modifications.
- xi. **“EdCIL”** means EdCIL (India) Limited
- xii. **“Offline International marketing”** means marketing efforts which utilize various offline media platforms like Radio, TV, Print, Outdoor, Events, etc. to promote Study in India program. The

- aim of the marketing efforts will be to increase visibility among the target audience across target countries and drive registrations for the program.
- xiii. **“Material Adverse Impact” or “Material Breach”** means material adverse effect on (a) the ability of the Bidder to perform/discharge any of its duties/obligations under and in accordance with the provisions of this RFP and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this RFP and/or the SLA
- xiv. **“Performance Guarantee” or “Performance Bank Guarantee” or “PBG”** shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank to EdCIL (India) Limited on behalf of the Bidder amounting to 10% of the agreement value, pursuant to the Agreement. The PBG shall be valid for a period of 90 days post the expiry of the contract, unless extended pursuant to the Agreement
- xv. **“Project”** means the project involving conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program as per terms and conditions laid down in the RFP and in conformance to the SLA
- xvi. **“Project Data”** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this RFP including the SLA;
- xvii. **“Proprietary Information”** means processes, methodologies and technical and business information, including drawings, designs, data already owned by, or granted by third parties to a Party hereto prior to its being made available under this RFP, or the SLA
- xviii. **“Purchaser”** means EdCIL (India) Limited
- xix. **“RFP” or “Request for Proposal”** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by EdCIL (India) Limited from time to time
- xx. **“Replacement Service Provider”** means any third party that the Purchaser may appoint to replace the Bidder upon expiry of the Term or otherwise termination of this RFP or the SLA to undertake the Services or part thereof
- xxi. **“Services”** means the contents and services to be rendered during the Project including but not limited to the services to be delivered to the Stakeholders as specified in the RFP
- xxii. **“Service Level”** means the level of service and other performance criteria which will apply to the Services as set out in SLA
- xxiii. **“Service Level Agreement” or “SLA”** means the agreement on service levels between EdCIL (India) Limited and Bidder, in terms of the Service Level requirements as per the model set out in Appendix V of this RFP

- xxiv. **“Third Party” or “Third Party Agency”** means the agency appointed by EdCIL (India) Limited for the purpose of certification / audit of services provided by the selected agency in pursuance to the terms and conditions laid down in the RFP and in conformance to the SLA
- xxv. **“Term”** means the total time for which the Project is assigned to the selected agency to carry out the activities as per the specified scope of work

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1 Request for Proposal

Bids are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program as detailed out in the scope of work under Section 7 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 5.2 of this RFP document.

2 Structure of the RFP

This RFP document for the project comprises of the following:

- 1) Instructions on the bid process for responding to this RFP. This broadly covers:
 - a) General instructions for bidding process
 - b) Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability
 - c) Payment schedule
 - d) Commercial bid and other formats
- 2) Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
 - a) About the project and its objectives
 - b) Scope of work for the agency
 - c) Service level agreement

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating Bidder's suitability to become the creative & media planning partner of the Purchaser.

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

3 Background Information

3.1 About EdCIL (India) Ltd

EdCIL (India) Limited, a Mini Ratna Category – I CPSE (Central Public-Sector Enterprise) Company, registered at Vijaya Building, 5th floor, 17-Barakhamba Road, New Delhi – 110001 (India), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2015 & 14001:2015 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 decades of existence and has executed many projects and consultancies across the entire value chain of education. It has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.).
- 2) The company offers the following technology led solutions in the Education & Training space:
 - a) **Digital Education Systems** offer services which are technology led in nature. Currently, EdCIL is offering IT based solutions like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages, e-content development, setting up of virtual universities, networking and Wi-Fi facilities implementation.
 - b) **Online Testing and Assessment Services** are offered to various Government Departments / Public Sector Undertakings and Educational Institutions in order to select and appoint executives / teachers 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.
 - c) **Skill Development & Human Resource Training including Teachers Training**
 - d) **Marketing of Indian Education product overseas**
 - e) **Placement of Indian Teachers overseas**
 - f) **Educational Procurement and Infrastructure Division** offers Turnkey (i.e. from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation. 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 Defense University, Indian National Railway University, Central Universities and many other institutes of national importance
 - g) **Advisory Services**

Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space:

 - i) Preparation of Concept notes & Detailed Project Reports (DPRs) (Greenfield and Brown field), for all domestic institutions across states and central ministries and for expansion of global institutions in select countries in South East Asia and the Middle East
 - ii) Organization Restructuring (sectoral/institutional)
 - iii) Improving Operational Efficiency
 - iv) Digitization Planning

- v) Training Designing
 - vi) Impact assessment of two to three key schemes across different states
 - vii) Designing of new education schemes
 - viii) Policy recommendations to states
 - ix) Education content Design
- h) The company has expertise and large network of alliance partners and has tied up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects. The successful clients include:
- i) **National:** Various Ministries; State Governments; Statutory / Autonomous Bodies / Public Sector Undertakings; Private Sector;
 - ii) **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.
- 3) EdCIL has executed several projects in above mentioned areas funded by World Bank, African Development Bank and other International Organizations.
- 4) 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.

3.2 About Study in India

3.2.1 Background

Over 4.3 million students pursue higher education outside their home country (UNESCO Institute of Statistics 2014). India and China are the largest source countries in the world, and traditional destinations such as the US, the UK and Australia continue to attract the highest number of internationally mobile students.

The total number of students pursuing studies abroad at a global scale has grown from 2.7 million in 2004 to 4.3 million in 2014, representing ~1.8 percent of all tertiary enrolments globally. Since 2004, the education export sector has been growing at 5 percent per annum. However, India is yet to harness the full potential of its wide education network.

India is ranked 3rd in terms of Higher Educational network with ~38000 Colleges and ~800 universities).

Currently (as per the UNESCO Institute of Statistics), ~45,000 (*11,250 per year) international students (accounting for ~1% of global international student mobility) are studying in Indian higher educational institutions making India the 26th ranked country among the top destinations for International student mobility globally.

From academic year 2020-21, Study in India (SII) conducted Ind-SAT examination for disbursing scholarships to meritorious students. The examination for this academic year was held on 22nd July 2020.

3.2.2 Introduction to this Project

India's aspires to grow 3.5 to 5.5 times to attract 1.5 to 2.5 lakhs international students by 2022, thus beating the rate of growth of popular education destinations across the globe and rise to ~15th position in the world in attracting international students. This will double India's market share of global education exports from less than 1 percent to 5 percent in five years.

EdCIL has been mandated by MHRD to manage Study in India program which includes:

- 1) To Design and implement Web Portal for "Study in India" Project.
- 2) Identification of top institutions/universities basis ability to provide quality education and attractiveness for foreign students
- 3) Identification of target markets
- 4) Understanding their education system and stakeholders involved in decision making
- 5) Support to international students in form of real time admission assistance in application filling, student on boarding as well as assistance during their stay in India.
- 6) Generating leads of potential candidates and driving effective branding and marketing campaigns.

3.2.3 Compelling factors for launching "Study in India" scheme:

- 1) Value for Money – India provides comparatively higher education at a much economic cost as compared to other countries in the world.
- 2) The Higher Education sector has grown significantly and India has grown to become the 3rd largest network of higher education in the world.
- 3) But India is ranked 26 in the number of inbound students coming to India to pursue their higher education.

3.2.4 Offerings

- 1) Robust centralized admission and information portal for international students planning to Study in India.
- 2) Mobile Application for users to easily access the offerings of Study in India through their mobile devices shall be offered in the coming year.
- 3) Access to India's top 100 premium institutes (NIRF Top 100 and NAAC>=3.26) offering attractive fee waivers.
- 4) International Call Centre (Inbound & Outbound) that helps and guides students regarding the entire admission and on boarding process.
- 5) Social Media campaigns across Study in India's 42 target countries. The list of 42 target countries is as below:

Target Country List								
#	Region	Country	#	Region	Country	#	Region	Country
1	SAARC	Afghanistan	18	Middle East	UAE	35	Africa	Mali
2		Bangladesh	19		Saudi Arabia	36		Namibia
3		Bhutan	20		Oman	37		Zambia
4		Nepal	21	Central Asia	Kazakhstan	38		Cameroon
5		Sri Lanka	22		Tajikistan	39		Senegal
6	South East Asia	Indonesia	23	Africa	Turkmenistan	40		Algeria
7		Thailand	24		Kenya	41		Mauritius
8		Malaysia	25		Nigeria	42		Zimbabwe
9		Myanmar	26		Rwanda			
10		Vietnam	27		Sudan			
11		Philippines	28		Syria			
12	East Asia	China	29		Africa	Tanzania		
13	Middle East	Iran	30			Egypt		
14		Iraq	31			Uganda		
15		Jordan	32			Ethiopia		
16		Kuwait	33	Morocco				
17		Yemen	34	Tunisia				

- 6) To meet the aspirations of growing the inbound numbers up to 2 lakhs by 2023, the following branding strategies have been outlined:
 - a) Social Media Promotions
 - b) Google Search Advertising
 - c) TV/Radio promotions
 - d) Newspapers Advertising

- e) Setting up student facilitation centres
- f) On-boarding of channel partners
- g) Education India Day in the target countries
- h) School/College/University visits in the target countries

3.3 Basic Information

- 1) Purchaser invites responses to this Request for Proposals from reputed agencies for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program as described in Section 7 of this RFP, "Scope of Work"
- 2) Any contract that may result from this Government procurement competition will be for the **period of 12 months** starting from the date of signing of contract ("**the Term**").
- 3) The Purchaser reserves the right to extend the Term for a period of up to **24 months** (in tranches of 12 months each) on the same terms and conditions, subject to the Purchaser's obligations at law and requisite approval from MHRD.
- 4) Proposals must be received not later than time, date and venue mentioned in the RFP
- 5) Proposals that are received late WILL NOT be considered.

4 Instructions to Bidders

4.1 General

- 1) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 2) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser based on this RFP.
- 3) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser.
- 4) Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder.
- 5) The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- 6) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

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

4.3 Code of integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes

- 1) Prohibition of
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- 2) Disclosure of conflict of interest.

- 3) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

4.4 Pre-Bid Clarifications

4.4.1 Pre-bid queries

- 1) The bidder is requested to submit any queries in writing by e-mail to reach EdCIL not later than 08th September 2020.
- 2) Queries relevant to the bid documents shall be addressed to the CGM (OES & Fin), EdCIL at studyinindia@edcil.co.in and copied to amitkumar@edcil.co.in
- 3) The queries should necessarily be submitted in the following format:

S. No.	Clause no.	Page no.	Content of RFP requiring clarification(s)	Points of clarification

- 4) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
- 5) The interested agencies are requested to mail to amitkumar@edcil.co.in & cc to nikhilmahajan@edcil.co.in to receive the pre-bid meeting VC link.

4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- 1) The officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- 2) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- 3) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.edcilindia.co.in and on the e-tendering portal

<http://www.tenderwizard.com/EDCIL> and may be emailed to all participants who have raised the queries.

- 4) Any such corrigendum shall be deemed to be incorporated into this RFP.
- 5) To provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key instructions for the bid

4.5.1 Right to Terminate the Process

- 1) Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2) This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

4.5.2 RFP document fees

- 1) The RFP document has been made available for download without any fee from the website www.edcilindia.co.in and the e-tendering portal <http://www.tenderwizard.com/EDCIL>

4.5.3 Earnest Money Deposit (EMD) / Bid Security

- 1) Bidders shall submit, along with their Proposals, confirmation of submission of an EMD of INR 3,41,310/- (INR Three Lacs Forty One Thousand Three Hundred and Ten Only), in the form of demand draft / bank guarantee in favour of EdCIL (India) Ltd.
- 2) Bidders can also submit the EMD amount through electronic transfer. The bank account details of the Purchaser are as follows:

Name of beneficiary: EdCIL INDIA LIMITED

Name of Bank: State Bank of India

ACCOUNT NO.: 37882921795

IFSC CODE: SBIN0000691

However, it is mandatory for the Bidder to upload the UTR details along with the proposal.

- 3) However, Bidders registered with NSIC or MSMEs are exempted for payment of EMD. Such Bidders will necessarily have to submit the NSIC or MSME certificate to avail the exemption.
- 4) EMD of all unsuccessful Bidders would be refunded by the Purchaser within 90 days of the Bidder being notified as being unsuccessful.
- 5) The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.

- 6) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 7) Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 8) The EMD may be forfeited in the event of:
 - a) A Bidder withdrawing its bid during the period of bid validity
 - b) A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - c) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - d) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

4.5.4 Bidder's Authorized Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.6 Preparation & submission of Proposals

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred relating to participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

4.6.3 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-tendering portal <http://www.tenderwizard.com/EDCIL> being used for this purpose. The documents to be uploaded include:

- 1) Documents confirming submission of EMD
- 2) Pre-qualification bid
- 3) Technical bid
- 4) Commercial bid

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-tendering portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. Please note that prices should not be indicated in the pre-qualification bid or technical bid but should only be indicated in the commercial bid.

Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

4.6.4 Proposals submitted after designated time for submission

Bids submitted after the due date will not be accepted by the e-Procurement system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

Alternatively, bids of Bidders not sending in the EMD instruments before the designated deadline for proposal submission shall be summarily rejected.

4.6.5 Deviations

The Bidder may provide deviation(s) to the contents of the RFP document in the format prescribed in Appendix I: Form 11. The Bid Evaluation Committee would evaluate and classify them as "material deviation(s)" or "non-material deviation(s)". In case of material deviation(s), the Bid Evaluation Committee may decide to declare the bid as non-responsive. The Bidders would be informed in writing on the committee's decision on the deviation(s), prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviation(s) submitted without the prior consent of the Purchaser.

In case of non-material deviation(s), the deviation(s) would form a part of the proposal & subsequent agreement.

4.7 Instructions for e-Tendering

Please refer to Appendix VI: Instructions for e-Tendering

4.8 Evaluation Process

- 1) The Purchaser will constitute a Bid Evaluation Committee comprising of officials from Purchaser's organization & an external pitch consultant to evaluate the responses of the Bidders.
- 2) The Bid Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence
- 3) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Bid Evaluation Committee.
- 4) The Bid Evaluation Committee may ask for additional documents / meetings with the Bidders to seek clarifications on their proposals. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- 5) The Bid Evaluation Committee reserves the right to reject any or all Proposals based on any deviation(s) contained in them.
- 6) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.8.1 Proposal Opening

- 1) **The Proposals submitted up to 2359 Hrs. on 30th September 2020** will be opened by members of the Tender Opening Committee, in the presence of the Bidder's representatives who may be present at the time of opening.
- 2) Members of the Tender Opening Committee shall open the envelope 1 marked as "Pre-Qualification Bid". Each of the eligibility criteria mentioned in this RFP is mandatory. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- 3) If the contents of the envelope 1 are as per requirements, members of the Bid Evaluation Committee shall open envelope 2 marked "Technical Bid".
- 4) Bidders would be informed of their qualification/disqualification based on the eligibility check. EMD (if applicable) will be returned to the respective disqualified bidders after the submission of bank guarantee by the successful bidder.
- 5) The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity for attending the opening of the Proposal.

4.8.2 Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of the Proposal.

5 Criteria for Evaluation

5.1 Stage I: Media brief

- 1) The agencies will be provided a brief by EdCIL for 4 target countries based on which the agencies would be expected to make a presentation outlining the media plan, creative strategy & creative execution.

5.2 Stage II: Pre-Qualification Criteria

The Bid Evaluation Committee shall check eligibility of Bidders basis the following criteria:

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
1	The Bidder (or each of the consortium partners) should be a company registered in India under the Indian Companies Act or a registered partnership company / proprietorship firm / society and existing for the past 5 years as on 31 st March 2020	<ol style="list-style-type: none"> a) In case the Bidder(s) is/are a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or MCA and Memorandum & Articles of Association b) In case the Bidder(s) is/are a registered partnership company / proprietorship firm / society, they should produce a copy of the partnership agreement
2	<p>The Bidder (or the consortium) should have an average turnover of at least INR 20 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)</p> <p>In case of consortium, lead partner should have an average turnover of at least INR 15 crores and the consortium partner should have an average turnover of at least INR 5 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)</p>	Statutory auditor's/ CA's certificate & copy of audited balance sheets and profit and loss accounts
3	The Bidder (or the lead partner in case of consortium) shall have a positive net worth (after	Statutory auditor's/ CA's certificate mentioning registered net profit along with

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Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
	tax) for the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)	copy of audited balance sheets and profit and loss accounts.
4	<p>The Bidder (or in case of consortium) must have a minimum of 5 years of experience in providing media planning / creative strategy / content creation for offline platforms.</p> <p>The Bidder shall necessarily furnish details of atleast three (03) projects, involving media planning / creative strategy / content creation executed by them in the last 5 years (as on 31st March 2020).</p>	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client.</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
5	<p>The Bidder (or the consortium partner) must have a minimum of 3 years of experience in providing international media planning / creative strategy / content creation for offline platforms.</p> <p>The Bidder shall necessarily furnish details of at least two (02) projects, involving international media planning / creative strategy / content creation, executed by them in the last 3 years (as on 31st March 2020).</p>	<p>a) Statutory auditor's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase from the client</p> <p>In case, the Indian entity has supported their global entity or any other foreign entity under their global entity on similar scope of work, then the agency must submit documentary evidence for scope of work in the form of work order/purchase order details and self-declaration from the Indian entity duly signed by the authorized representative.</p>

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
6	The Bidder (or the consortium) should have at least 20 professionally qualified personnel working cumulatively across the functions of creative strategy, client servicing, media planning for offline platforms, content creation & creative designing as on 31 st March 2020	Self-attested certificate on the agency's letterhead signed by an authorized HR representative of the Bidder(s) to be submitted.
7	The Bidder (or each of the consortium partner in case of consortium) should not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason or convicted of any economic offense in India for any reason as on the last date of submission of the bid	Affidavit for not being blacklisted, signed by the authorised signatory of the Bidder(s) as per Appendix i: Form 3
8	The Bidder (or each of the consortium partner in case of consortium) should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with Purchaser	Self-attested certificate on the agency's letterhead signed by an authorized HR representative of the Bidder(s) to be submitted as per Appendix I: Form 4
9	Board Resolution and Power of Attorney, in the name of person signing the Bid (in case of consortium, authorized representative of lead partner of the consortium), authorizing him to submit/execute this agreement as a binding document	Copy of Board Resolution and Power of Attorney
10	In case of consortium, the relevant consortium agreement should be attached to the proposal highlighting the activities to be performed by each of the consortium partners as per the scope of work mentioned in Section 7: Scope of Work	Self-attested copy of agreement as per Appendix I: Form 5

5.3 Stage III: Technical Qualification Criteria

- 1) Agencies fulfilling the eligibility criteria mentioned in Section 5.2 (Stage II: Pre-Qualification Criteria) would be shortlisted by the Bid Evaluation Committee.
- 2) All eligible bidders shall then undergo a technical evaluation basis the scoring pattern mentioned below

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
A	Bidder's Turnover	15	
A1	<p>The Bidder (or the consortium) should have an average turnover of at least INR 20 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)</p> <p>In case of consortium, lead Bidder should have an average turnover of at least INR 15 crores and the consortium partner should have an average turnover of at least INR 5 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17).</p> <ul style="list-style-type: none"> • For turnover greater than or equal to INR 20 crores and less than INR 40 crores: 5 marks • For turnover greater than or equal to INR 40 crores and less than INR 60 crores: 10 marks • For turnover greater than or equal to INR 60 crores: 15 marks 	15	Statutory auditor's/ CA's certificate & copy of audited balance sheets and profit and loss accounts
B	Bidder's Experience	55	
B1	<p>The Bidder or the consortium must have a minimum of 5 years of experience in providing media planning for offline platforms. (as on 31st March 2020)</p> <ul style="list-style-type: none"> • For experience greater than or equal to 5 years and less than 7 years: 4 marks 	8	<ol style="list-style-type: none"> a) Statutory auditor's/ CA's certificate for validating experience details b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format) c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of

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Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
	<ul style="list-style-type: none"> For experience greater than or equal to 7 years: 8 marks 		<p>work order / purchase order and completion certificate from the client</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
B2	<p>The Bidder or the consortium partner must have a minimum of 5 years of experience in providing creative strategy & content creation for offline and/or online platforms. (as on 31st March 2020)</p> <ul style="list-style-type: none"> For experience greater than or equal to 5 years and less than 7 years: 4 marks For experience greater than or equal to 7 years: 8 marks 	8	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
B3	<p>The Bidder or the consortium should have, in the last 3 years (as on 31st March 2020), executed projects in the following areas:</p> <ul style="list-style-type: none"> Media planning or Creative conceptualization <ul style="list-style-type: none"> For each contract in the SAARC region: 2 marks for each project (max 4 marks) 	20	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory</p>

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
	<ul style="list-style-type: none"> • For each contract in the Middle East region: 2 marks for each project (max 4 marks) • For each contract in South-East Asia region: 2 marks for each project (max 4 marks) • For each contract in the Africa region: 2 marks for each project (max 4 marks) • For rest of the world: 2 marks for each project (max 4 marks) <p>For assignments involving remuneration in foreign currency, Bidder needs to convert it to Indian National Rupee (INR) basis exchange rates prevalent on the date of signing of contract of each of the assignments.</p>		<p>delivery of services should be submitted by the Bidder</p>
B4	<p>The Bidder or the consortium should have, in the last 5 years (as on 31st March 2020), executed projects in India in the following areas:</p> <ul style="list-style-type: none"> • Media planning or • Creative conceptualization • For minimum 3 contracts with a marketing spend of at least INR 3 crores for each project: 4.5 marks • For each additional contract with a marketing spend of at least INR 3 crores: 1.5 marks for each project (max 4.5 marks) 	9	<ul style="list-style-type: none"> a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format) b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
B5	<p>The Bidder or the consortium should have successfully executed media campaigns for public sector units (PSUs) / government departments in India, in the last 5 years (as on 31st March 2020):</p> <ul style="list-style-type: none"> • For experience in handling at least 2 PSUs / government contracts: 6 marks <p>For every additional contract: 2 marks (maximum 2 contracts)</p>	10	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>
C	Presentation	30	
C1	<p>Presentation outlining media planning and creative and content strategy competency of the Bidder. The parameters on which the presentation will be evaluated are as follows:</p> <ul style="list-style-type: none"> • Creative strategy • Media planning and content capability • Innovation • Beyond the brand (value additions for EdCIL) • People/ team preparedness 	30	Date of presentation shall be communicated at a later stage

5.4 Stage IV: Commercial Bid Evaluation

- 1) All the bidders who score at least 65% marks in Stage III will be deemed as technically qualified bidders and will be notified to participate in the commercial bid opening process.
- 2) The commercial bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- 3) If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.

- 4) The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified based on point 3 above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of Bidder (Fn)} = \left\{ \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of Bidder}} \times 100 \right\} \% \\ \text{(Adjusted to two decimal places)}$$

- 5) Financial bids indicating total fee (excluding taxes) figure for all the deliverables and services specified in this bid document will be considered.
- 6) The total fee will exclude Goods & Services Tax (GST). GST, as applicable, shall be payable by EdCIL.
- 7) The commercial bids will be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 8) In the commercial bid, break up of creative and media planning fee must be given separately.
- 9) The Bidder shall also share unit rates as per the creative requirements mentioned in Appendix III Form 2: Financial Proposal. These rates would be considered for any additional work above and beyond the quantum of work specified in Appendix II: Quantum of Work.
- 10) For creative supervision of production, the fee to include artworks, studio charges & translation charges.
- 11) The rates for both creative and media planning, decided through the financial bidding process would remain valid for the entire contract period and for any contract extensions provided by the Purchaser
- 12) Any conditional bid would be rejected

5.5 Combined & Final Evaluation

- 1) The Bidder would be technically evaluated out of 100 marks.
- 2) The technical score (Tn) of each bidder will be the score obtained in Stage III (including the presentation)
- 3) Technical & Financial scores secured by each Bidder will then be added using weightage of 70% and 30% respectively to compute a Composite Bid Score
- 4) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$\langle Bn = 0.70 * Tn + 0.30 * Fn \rangle$$

Where

Bn = overall score of Bidder

Tn = Technical score of the Bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the Bidder

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

6 Appointment of Agency

6.1 Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

6.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser's action.

6.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.4 Contract Finalization & Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft contract agreement would be finalized for award & signing.

6.5 Performance Guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, within 15 days from notification of award.

In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in Appendix IV. The successful Bidder shall ensure, the Performance Guarantee is valid always during the Term of the subsequent contract (including any renewal) and for a period of 90 days beyond all contractual obligations.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

6.6 Signing of Contract

After receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

6.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Purchaser shall invoke the Performance Guarantee of the most responsive Bidder.

6.8 Terms & Conditions Applicable Post Award of Contract

6.8.1 Key Performance Measurements

- 1) Unless specified by Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and Service Levels as laid down in this tender.
- 2) If the Contract, Scope of Work, Service Levels include more than one document, then unless Purchaser specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 3) Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications upon agreement with the Bidder and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.
- 4) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not

changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of Purchaser's changed order.

6.8.2 Transition Management

- 1) Post the contract period, the Bidder is expected to provide a smooth handover of all the knowledge material and assets to Purchaser at no transfer cost.
- 2) Post the contract period, if a new vendor is selected by Purchaser, the Bidder is expected to provide adequate knowledge transfer and training to the new vendor over a period of 30 days from the date of expiry of contract.

6.8.3 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 1) Purchaser reserves the right to inspect and monitor / assess the progress / performance, either itself or through another third party as it may deem fit, at any time during the Contract. Purchaser may demand and upon such demand being made, the Bidder shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 2) Purchaser shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Bidder undertakes to cooperate with and provide to Purchaser/ any other third party appointed by Purchaser, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified on completion of such audit/assessment would need to be rectified by the Bidder failing which Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

6.8.4 Intellectual Property Rights

- 1) The Purchaser shall remain the owner of all the content conceptualized and created by the Bidder under this RFP.
- 2) All intellectual property rights in the content whether in tangible or intangible form shall belong to the Purchaser and the Bidder has no right to assign, licence, sell, or use any content conceptualized and created under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances.
- 3) All the content conceptualized and created by the Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of the Purchaser
- 4) The Bidder shall take all such appropriate legal actions to safeguard violation of the Purchaser's intellectual property rights, if any.

6.8.5 Confidentiality

- 1) The Bidder shall not use Confidential Information, the name or the logo of Purchaser and Purchaser except for the purposes of providing the Service as specified under this contract;
- 2) The Bidder may only disclose Confidential Information in the following circumstances:
 - a) with the prior written consent of Purchaser;
 - b) to a member of the Bidder's Team ("Authorized Person") if:
 - the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Purchaser.
- 3) The Bidder shall notify Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Purchaser.

6.8.6 Limitation of Liability

- 1) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 2) Except in the case of Gross Negligence or Wilful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
 - a) For the purposes of the Clause (b) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
 - b) "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

6.8.7 Bidder's obligation

- 1) The Bidder's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to meet the Purchaser's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful operation of the Project in accordance with and in strict adherence to the terms of his Bid, the Tender and the Contract.
- 2) Within 2 weeks of Effective date of the Contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Charter with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Scope of Work of this Tender whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works.
- 3) The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified.
- 4) The Project Charter shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.
- 5) The Bidder shall be responsible for quoting all the cost required for conceptualizing, creating the entire creative & its media planning under this engagement / work and extending all the required support for monitoring (in case of a third party 'production- cum –release- house') the release of the approved creative work through selected medium.
- 6) Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel.
- 7) Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Purchaser may make additions to the project team. Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require. The Purchaser also reserves the right to interview the personnel and reject, if found unsuitable.
- 8) In case of change in its team members, for any reason whatsoever, Bidder shall inform the Purchaser of any such change at least 30 days in advance. Only after approval from the Purchaser shall the Bidder go forth with any such change. Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.

- 9) In case of change in its team members, Bidder shall ensure a 15 day overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 10) The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or because of its Team.
- 11) The Bidder shall provide its team at the Purchaser's office location, requisite equipment & tools etc. that may be required by it during the contract period for performance of Services under this contract, at no extra cost to the Purchaser, as per the SLAs defined in the RFP
- 12) The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser to resolve issues.
- 13) The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws.

6.8.8 Purchaser's Obligation

- 1) Purchaser or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- 2) Purchaser shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, specifications, or any other document necessary in fulfilment of this contract.
- 3) The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 4) Purchaser may provide on Bidder's request, particulars/information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.

- 5) Purchaser shall provide to the Bidder only seating space, for up to 3 people, at the Purchaser's office location. Persons deputed by the Bidder must observe the norms & code of conduct of the Purchaser's organisation.

6.8.9 Indemnity

The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
- b) Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, Bidder's Team or any third party.
- c) Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

6.8.10 Termination

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:

- 1) The selected Bidder commits a breach of any of the terms and conditions of the bid.
- 2) The Bidder goes into liquidation, voluntarily or otherwise.
- 3) If the selected Bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- 4) If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- 5) After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 6) Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- 7) The Bidder shall not assign or sublet the contract or any part of it. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.

- 8) In the event of termination of the Contract due to any cause whatsoever, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- 9) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 10) The Purchaser also reserves the right to foreclose the contract at any point during the period of the contract, after giving a 30 days' notice to the Bidder

6.8.11 Liquidated Damages

- 1) Notwithstanding Purchaser's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in Appendix V of this RFP document will be charged as per the penalties, subject to a maximum of 10% of the total value of the Contract.
- 2) Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder.

6.8.12 Force Majeure

- 1) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 2) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 3) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force

Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- 4) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

6.8.13 Definition for default

- 1) The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:
 - a) the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b) the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
 - c) the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder/ Bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or
 - d) the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
 - e) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
 - f) The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

- 2) Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 3) Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser as per clause 6.8.14

6.8.14 Consequences of default

Where an Event of Default subsists or results in material breach the Purchaser shall be entitled to:

- 1) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- 2) Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
 - a) shall specify the nature of the failure; and
 - b) shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- 3) Require replacement of any of the Bidder's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.
- 4) Terminate the Contract in part or in full
- 5) Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities

under this Contract in an identical manner as were being performed before the occurrence of the default.

- 6) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.8.15 Dispute Resolution

- 1) The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract
- 2) If, after thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below
 - a) In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties
 - b) The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings
 - c) The Arbitration proceedings shall be held in Noida, India
 - d) The Arbitration proceeding shall be governed by the substantive laws of India
 - e) The proceedings of Arbitration shall be in English language
 - f) Except as otherwise provided elsewhere in the Contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the Contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator

- g) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject work order/ Contract has been placed/ made, shall appoint the arbitrator/ Presiding Arbitrator upon request of one of the parties
- h) If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo
- i) It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter
- j) It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award
- k) The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties
- l) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties
- m) Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract

6.8.16 Applicable Law

- 1) The Bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 2) All disputes in this connection shall be settled in Delhi jurisdiction only.
- 3) Purchaser reserves the right to cancel this tender or modify the requirement upon consultation with the Bidder.

- 4) Purchaser also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- 5) Purchaser in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

6.8.17 Payment Process

- 1) Purchaser shall make payments only to the Bidder at the times and in the manner set out in the Payment schedule as specified later in this RFP in Section 9 subject always to the fulfilment by the Bidder of the obligations herein. GST shall be charged on actuals as per the applicable rates.
- 2) Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.
- 3) All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of GST
- 4) In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been approved by the Purchaser
- 5) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser shall, after notifying the Authorised Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.
- 6) In the event of the Bidder noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Bidder shall bring it to the record of the Authorised Representative of the Purchaser. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.

6.8.18 Consortium & Sub-Contracting

Consortiums are allowed for up to 2 (two) entities comprising of one (1) lead Partner and one (1) consortium partner. Also, the consortium agreement submitted by the consortium partners should clearly specify the roles & responsibilities assigned to each partner.

Each entity within the consortium shall assume, and be responsible, for one of the following roles for the duration of the contract:

- 1) Media planning activities or

- 2) Creative strategy, design & content creation activities

Sub-contracting is not allowed for this engagement.

7 Scope of Work

The selected agency will be required to conceptualise the creative & offline media campaigns for the Study in India initiative. The Agency will also act as Study in India program's communication consultants and provide inputs in terms of brand and marketing strategy and for acquiring students from 42 target countries (listed in Section 3.2.4) across SAARC, Middle East, South-East Asia and Africa regions for a marketing spend of approximately **INR 15 crores** over the period September 2020 to September 2022 with a similar level of spends in the subsequent academic year. However, EdCIL reserves the right to alter the marketing spends during the contract.

By August 2021, EdCIL aims to achieve 3,00,000+ student registrations with a 10% conversion rate. This would be ramped up to 4,00,000+ student registrations with a 15% conversion rate in the subsequent academic year.

Conversion means students completing the form submission on the SII portal (<https://www.studyinindia.gov.in/>). Over the two-year period, EDCIL also aims to drive high awareness and engagement for the Study in India initiative across the identified target markets

7.1 Market Analysis

The selected Agency shall provide a market/ audience analysis, media plan and creative strategy based on a comprehensive understanding of the target audience in the identified countries.

7.2 Traditional Media

- 1) Based on a comprehensive understanding of the target audience in the target markets overseas, the Agency will develop a detailed media plan recommending an optimal mix of media that can include print, television, radio, outdoor, and/or any other medium included in traditional formats. The Agency shall also be required to alter the submitted media plan as per inputs received from EdCIL from time to time.
- 2) Selection and finalization of offline media vehicles for the different markets based on available media research on reach and impact
- 3) Allocation of available budget to the different offline media vehicles in the different target markets
- 4) Selection and finalization of television channels, radio channels, print publications, outdoor sites, other innovative offline media, in the identified target markets, for inclusion in the media plans for the 'Study in India' Campaign

- 5) Selected agency shall also be responsible for emanating details about various ongoing and upcoming activities of Study in India through offline media platforms.
- 6) The selected agency will identify major on ground international events, school visits, education fairs and any other activities which have the potential for providing widespread visibility and reach to the 'Study in India' brand and will assist in formulating an effective marketing plan to capitalize on such activities
- 7) The agency will be responsible for formulating the event calendar and planning the type of events to be conducted in the target countries for reach and visibility of the Study in India campaign and drive student registrations

7.3 Content & Creative

- 1) The selected agency will be required to execute art and design work for creative output across newspaper, magazine ads and all forms of print
- 2) Conceptualize and develop infographics and other print materials like brochures, booklets, guidelines, folders, leaflets, posters, calendars, stationery, etc. as well as re-design the collaterals of current 'Study in India' initiatives
- 3) Conceptualize and develop communication material for Radio, TV and any other media as deemed suitable in different formats like spots / jingles, TV ads and other audio visual, print or digital material in any other format as per EdCIL's requirement
- 4) Conceptualize and design, including writing of copy for press advertisements, briefs, press releases, articles for education magazines & newspapers, newsletters, reports, testimonials on various activities/events of Study in India, including for symposiums and education fairs
- 5) Conceptualize and design material for Out of Home (OOH) activities like hoardings as per EdCIL's requirement
- 6) Create any other concept and artwork as directed by EdCIL on case to case basis
- 7) The selected agency needs to proofread all the copies including the copy approved by EdCIL or any third party appointed by EdCIL and ensure that all such materials have been reviewed and approved through the review process communicated by EdCIL
- 8) The selected agency shall also produce creatives for digital marketing campaigns across different markets and segments as per EdCIL's requirement for any particular region or country
- 9) The selected agency shall develop publicity material such as print advertisement, brochures, standees, banners, backdrops, signages, leaflets, etc. based on the approved artwork/creative
- 10) All creative material should be of high quality and as per the direction and satisfaction of EdCIL

- 11) The agency using any image or video footage, either acquired or shot shall be authentic and shall provide no objection certificate from the photographer/ owner/ person, etc. captured in the image or video
- 12) For countries where English is not the official language, the selected agency shall translate the content of social media and incorporate the creatives as well in the native language of the countries for official communication
- 13) The selected agency will also have to plan, provide strategy, content and recommendations for influencer marketing campaigns across target markets defined in SII program
- 14) A list of creatives and collaterals that will be required during the period of the contract is presented in Appendix II: Quantum of Work.

7.4 Important Guidelines for the Agency

- 1) The agency is responsible for performing end to end research for all countries and identify the media that works best for that country
- 2) The agency will share a comprehensive offline media plan for each of the target countries within 20 days of date of signing of contract
- 3) Media plan shall also include an estimate of the type & number of creatives & collaterals required during each quarter of the program. A detailed list of deliverables required can be referenced in Appendix II: Quantum of Work
- 4) The responsibility of the accuracy of translations to any regional languages as required by EdCIL would lie with the agency
- 5) The selected agency shall obtain approval from EdCIL or from any third party appointed by EdCIL for all campaign plans, strategies, and materials produced. The agency shall provide a schedule of proposed media placements in consultation with EdCIL or any third party appointed by EdCIL.
- 6) The selected agency shall actively engage in content creation & management during the period of contract and all such content created will be the property of EdCIL
- 7) The social media platforms content to be developed must be compatible with all electronic devices such as PCs, Laptops, Mobiles, Tabs etc. and across all leading browsers like Chrome, Firefox, Internet Explorer, etc. failure of any one of which shall be considered an incomplete execution of the work
- 8) The agency should appoint a senior person (preferably CGM/GM level) to attend the monthly / fortnightly steering committee meetings conducted by EdCIL and update EdCIL about the status of the project and campaign respectively

- 9) 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.
- 10) 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
- 11) 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
- 12) Once the agency has submitted the artwork/other details to EdCIL, it shall become the property of EdCIL

8 Key Personnel

8.1 Positions identified for Key personnel

S. No.	Profile	Nos	Experience	Documents Required
1	Account Lead (100% onsite)	1	<ul style="list-style-type: none"> • At least 5 years of account management /experience with a good understanding of international markets • Should have handled at least 3 offline marketing assignments (involving media planning and creative strategy) each with a marketing spend of at least INR 3 crores 	CV as per Appendix I: Form 10 (CV of Key Personnel) and certified by Authorized signatory of Bidder
2	Media Planner (100% offsite)	1	<ul style="list-style-type: none"> • At least 3 years of creative strategy expertise • Should have handled at least 2 offline marketing assignments (involving media planning) each with a marketing spend of at least INR 3 crores • 	CV as per Appendix I: Form 10 (CV of Key Personnel) and certified by Authorized signatory of Bidder
3	Graphic Designer (100% onsite)	1	<ul style="list-style-type: none"> • At least 3 years of creative / graphic design expertise • Should have handled at least 2 offline marketing assignments (involving creative strategy, 	CV as per Appendix I: Form 10 (CV of Key Personnel) and certified by Authorized signatory of Bidder

S. No.	Profile	Nos	Experience	Documents Required
			design & content creation) each with a marketing spend of at least INR 3 crores	

8.2 Initial Composition; Full Time Obligation; Continuity of Personnel

- 1) Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- 2) Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel to incentivize them to remain in Bidder's employment.
- 3) Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from Purchaser that would have the same effect):
 - a) unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - b) without Purchaser's prior written consent.
- 4) Bidder shall promptly notify Purchaser of its intention to re-hire any member of the Key Personnel who had resigned from Bidder in the previous 12-month period. Purchaser shall have the right to request that any member of the Key Personnel who resigns and is re-hired by Bidder within 12 months of the resignation date be re-assigned to the provision of the Services.

8.3 Replacement

- 1) In case the resource has resigned then the Bidder must inform the Purchaser within one week of such resignation.
- 2) Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 7 days, subject to reasonable extensions requested by Bidder of Purchaser
- 3) Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Purchaser with:
 - a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and
 - b) an opportunity to interview the candidate.

- 4) The Bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this is confirmation, the Purchaser shall conduct an interview of the candidate and notify Bidder within ten days after its interview (or if Purchaser does not request an interview within ten working days after Bidder has provided the information, then it would be deemed as accepted).
- 5) If Purchaser does object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.
- 6) The Bidder must ensure at least 4 weeks of overlap period in such replacements

8.4 High Attrition

- 1) If in the first 6-month period from the Contract Effective Date or in any rolling 12 months period during the Term, 50 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Purchaser's prior written consent, Bidder shall provide Purchaser with a reasonably detailed explanation as to the reasons for such change
- 2) If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, the Purchaser reserves the right to impose penalties as per Appendix V: Service Level Agreement

9 Payment Terms

- 1) The agency will be paid the total fee quoted by them for each year (as per the format specified in Appendix III Form 2: Financial Proposal) in 12 equated monthly instalments for the particular year over the period of contract, irrespective of the quantum of work (as specified in Appendix II: Quantum of Work) utilized by the Purchaser during that year.
- 2) Any unutilised work in any year shall be carried forward to the next year till the time the contract for agency is extended
- 3) The agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement.
- 4) The invoices should be submitted along with complete details of the work undertaken during the month and complete details of any additional work done by the agency over & above the quantum of work as specified in Appendix II: Quantum of Work
- 5) For determining the value of any additional work, as specified above, agency shall make use of the per unit rates submitted by them during the commercial evaluation stage, as per the format specified in Appendix III Form 2: Financial Proposal

- 6) The final payment shall be released only after completion of the required work and on submission of a statement of work having been executed as per the requirements detailed in the RFP document, or communicated subsequently by EdCIL
- 7) The payments are subject to adherence of SLAs and imposition of penalties as mentioned in the RFP
- 8) No advance payment will be considered by EdCIL.
- 9) For facilitating Electronic transfer for funds, the selected agency will be required to indicate the name of the Bank, Branch and account number (i.e. bank names, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency
- 10) GST as applicable shall be payable by EdCIL

10 Fraud and Corrupt Practices

- 1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 2) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated

in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11 Conflict of Interest

- 1) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- 2) The Purchaser requires that the Agency provides solutions which at all times hold the Purchaser's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

- 3) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 4) the Bidder, or Associates (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - b) a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - c) a constituent of such Bidder is also a constituent of another Bidder; or
 - d) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - e) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - f) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or

12 Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Non-Blacklisting Declaration

Form 4: Conflict of Interest

Form 5: Consortium Agreement

Forms to be used in Technical Proposal

Form 6: Compliance Sheet for Technical Proposal

Form 7: Letter of Proposal

Form 8: Project Citation Format

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deviations

Form 1: Compliance Sheet for Pre-qualification Proposal

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
1	The Bidder or the consortium should be a company registered in India under the Indian Companies Act or a registered partnership company / proprietorship firm / society and existing for the past 5 years as on 31 st March 2020	<p>a) In case the Bidder(s) is/are a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or MCA and Memorandum & Articles of Association</p> <p>b) In case the Bidder(s) is/are a registered partnership company / proprietorship firm / society, they should produce a copy of the partnership agreement</p>	
2	<p>The Bidder or the consortium should have an average turnover of at least INR 20 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)</p> <p>In case of consortium, lead partner should have an average turnover of at least INR 15 crores and the consortium partner should have an average turnover of at least INR 5 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)</p>	Statutory auditor's/ CA's certificate & copy of audited balance sheets and profit and loss accounts	
3	The Bidder (or the lead partner in case of consortium) shall have a positive net worth (after tax) for the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)	Statutory auditor's/ CA's certificate mentioning registered net profit along with copy of audited balance sheets and profit and loss accounts.	
4	The Bidder or the consortium must have a minimum of 5 years of experience in providing media planning / creative strategy / content creation for offline platforms.	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p>	

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
	<p>The Bidder shall necessarily furnish details of three (03) projects, involving media planning / creative strategy / content creation, executed by them in the last 5 years (as on 31st March 2020).</p>	<p>c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client.</p> <p>d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	
5	<p>The Bidder or the consortium must have a minimum of 3 years of experience in providing international media planning / creative strategy / content creation for offline platforms</p> <p>The Bidder shall necessarily furnish details of two (02) projects, involving international media planning / creative strategy / content creation, executed by them in the last 3 years (as on 31st March 2020).</p>	<p>a) Statutory auditor's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase from the client</p> <p>d) In case, the Indian entity has supported their global entity or any other foreign entity under their global entity on similar scope of work, then the agency must submit documentary evidence for scope of work in the form of work order/purchase order details and self-declaration from the Indian entity duly signed by the authorized representative.</p>	

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
6	The Bidder (or the consortium) should have at least 20 professionally qualified personnel working cumulatively across the functions of creative strategy, client servicing, media planning for offline platforms, content creation & creative designing as on 31 st March 2020	Self-attested certificate on the agency's letterhead signed by an authorized HR representative of the Bidder(s) to be submitted.	
7	The Bidder (or each of the consortium partner in case of consortium) should not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason or convicted of any economic offense in India for any reason as on the last date of submission of the bid	Affidavit for not being blacklisted, signed by the authorised signatory of the Bidder(s) as per Appendix i: Form 3	
8	The Bidder (or each of the consortium partner in case of consortium) should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with Purchaser	Self-attested certificate on the agency's letterhead signed by an authorized HR representative of the Bidder(s) to be submitted as per Appendix I: Form 4	
9	Board Resolution and Power of Attorney, in the name of person signing the Bid (in case of consortium, authorized representative of lead partner of the consortium), authorizing him to submit/execute this agreement as a binding document	Copy of Board Resolution and Power of Attorney	

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Reference Page No.
10	In case of consortium, the relevant consortium agreement should be attached to the proposal highlighting the activities to be performed by each of the consortium partners as per the scope of work mentioned in Section 7: Scope of Work	Self-attested copy of agreement as per Appendix I: Form 5	

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Form 2: Particulars of the Bidder

S. No.	Bidder Details	Response
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax / GST	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

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Form 3: Non-Blacklisting Declaration

(On non-judicial stamp paper of INR 100)

To:

Chief General Manager
(Fin & OES)
EdCIL(India) Limited
18A, Sector 16A, Noida – 201301

Subject: Declaration of non-blacklisting for selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for RFP No: _____ dated _____ for providing consultancy services for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India. In accordance with the above we declare that:

- a) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment
- b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

Date

Location

Form 4: Conflict of Interest

To

Chief General Manager
(Fin & OES)
EdCIL(India) Limited
18A, Sector 16A, Noida – 201301

Subject: Declaration of no conflict of interest for selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Dear Sir,

We, the undersigned, offer to provide services to EdCIL (India) Limited for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program pursuant to your Request for Proposal dated <insert date> and our Proposal.

We hereby declare the following:

- a) We will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EdCIL (India) Ltd, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract
- b) We further undertake that we have 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 EdCIL (India) Ltd 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 dis-favour to any person in relation to the contract or any other contract with the Government
- c) We further confirm and declare that we have not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to EdCIL (India) Ltd or any of its functionaries, whether officially or unofficially to the award of the contract to us, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation
- d) We, 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 EdCIL (India) Ltd 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
- e) We 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
- f) We will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities

- g) We shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by us as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier
- h) We also undertake to exercise due and adequate care lest any such information is divulged
- i) We commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts
- j) We shall not instigate or cause to instigate any third person to commit any of the actions mentioned above
- k) If any employee of ours or any person acting on behalf of us, either directly or indirectly, is a relative of any of the officers of EdCIL (India) Ltd, or alternatively, if any relative of an officer of EdCIL (India) Ltd who is involved in the bid process has financial interest/stake in our firm, the same shall be disclosed by us at the time of filing of tender
- l) We shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of EdCIL (India) Ltd
- m) For the purposes of clauses (k) and (l), the listed words shall have the ascribed meanings as follows:
 - “employee of ours or any person acting on behalf of us” means only those persons acting on behalf of us who are involved in the bid process / Project
 - “officers/employee of ours”, means only those persons who are involved in the bid process / Project
 - “financial interest/stake in our firm” excludes investment in securities of listed companies

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 5: Consortium Agreement

Consortium Agreement

This Consortium Agreement is made on _____ at _____ between _____ with its registered under the Indian Companies Act 1956 and corporate office at hereinafter referred to as _____, which expression shall include its successor and its permitted assigns.

AND

M/s _____, registered under the Indian Companies Act 1956, having their corporate office at _____, hereinafter referred as _____, which expression shall include its successors and assigns.

_____ and _____ individually referred as "Party" and collectively as "Parties".

WHEREAS EdCIL (India) Ltd, (hereinafter referred to as "EdCIL"), has invited Bid for "Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program", hereinafter referred to as "Bid".

Now, it is agreed between the Parties as under:

1. _____ and _____ will exclusively participate in the above-mentioned Bid with _____ acting as Lead Partner and _____ as Partner. During the term of this Consortium Agreement and such extended period mentioned in clause 2 herein below, _____ and _____ shall not enter into any teaming arrangements with any other party for any component of the Bid covered under this Consortium Agreement
2. The 'Term' of this Consortium Agreement shall be for _____ months from the date of signing of this Agreement or the contract period (in case of award of contract)
3. _____ and _____ hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of the Bid arrangement
4. In case of award of contract, both the Parties will be jointly and severally liable for fulfilling the Terms & Conditions stipulated in the Bid document
5. All legal and financial interactions with EdCIL would be undertaken by Lead Partner
6. _____ and _____ agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain
7. This Consortium Agreement shall be construed and governed by the laws of India
8. Any matter, which is not stipulated in the Consortium Agreement, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation
9. During its Term, this teaming arrangement will be terminated in the event of Consortium not been selected by EdCIL for the referred assignment
10. _____ and _____ hereby mutually agree upon the following roles and responsibilities pertaining to the scope of work of the RFP document.

<Name of the lead partner>	<Name of the consortium partner>
Roles and responsibilities:	Roles and responsibilities:
1	1
2	2
3	3

11. By signing this Consortium Agreement, the "Parties" acknowledge that it correctly records the understanding both have reached with regard to the Bid

IN WITNESS WHEREOF, each Party hereto has caused this Consortium Agreement to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

(For _____)

(For _____)

Signature:

Signature:

Name:

Name:

Designation:

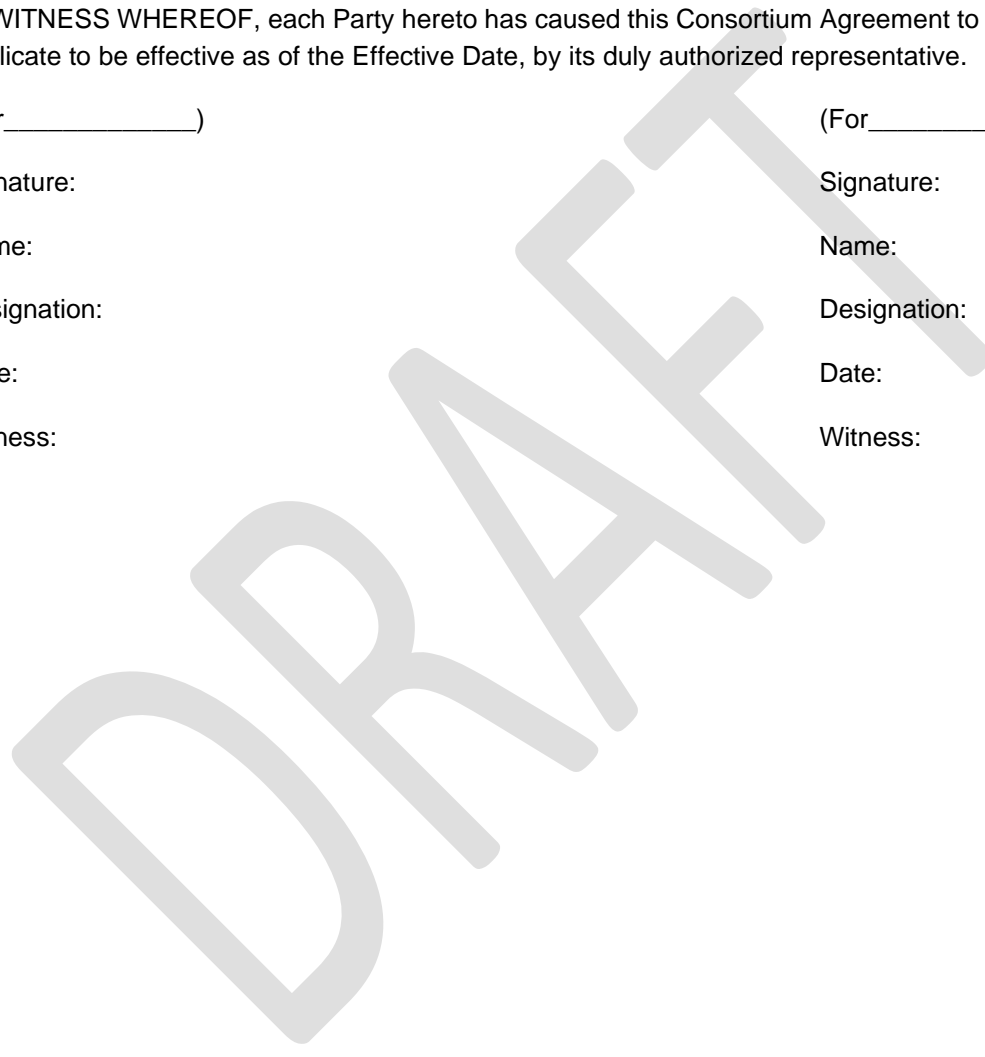
Designation:

Date:

Date:

Witness:

Witness:



Form 6: Compliance Sheet for Technical Proposal

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
A	Bidder's Turnover		
A1	<p>The Bidder (or the consortium) should have an average turnover of at least INR 20 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17)</p> <p>In case of consortium, lead Bidder should have an average turnover of at least INR 15 crores and the consortium partner should have an average turnover of at least INR 5 crores during the 3 financial years (i.e. 2018-19, 2017-18, 2016-17).</p> <ul style="list-style-type: none"> For turnover greater than or equal to INR 20 crores and less than INR 40 crores: 5 marks For turnover greater than or equal to INR 40 crores and less than INR 60 crores: 10 marks For turnover greater than or equal to INR 60 crores: 15 marks 	Statutory auditor's/ CA's certificate & copy of audited balance sheets and profit and loss accounts	
B	Bidder's Experience		
B1	<p>The Bidder or the consortium partner must have a minimum of 5 years of experience in providing media planning for offline platforms. (as on 31st March 2020)</p> <ul style="list-style-type: none"> For experience greater than or equal to 5 years and less than 7 years: 4 marks For experience greater than or equal to 7 years: 8 marks 	<p>a) Statutory auditor's/ CA's certificate for validating experience details</p> <p>b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and</p>	

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
		completion certificate from the client d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder	
B2	The Bidder or the consortium partner must have a minimum of 5 years of experience in providing creative strategy & content creation for offline and/or online platforms. (as on 31 st March 2020) <ul style="list-style-type: none"> • For experience greater than or equal to 5 years and less than 7 years: 4 marks • For experience greater than or equal to 7 years: 8 marks 	a) Statutory auditor's/ CA's certificate for validating experience details b) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format) c) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client d) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder	
B3	The Bidder or the consortium partners should have, in the last 3 years (as on 31 st March 2020), executed projects in the following areas: <ul style="list-style-type: none"> • Media planning or 	a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format) b) Documentary evidence for scope of work and contract value, along with client contact	

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
	<ul style="list-style-type: none"> • Creative conceptualization • For each contract in the SAARC region: 2 marks for each project (max 4 marks) • For each contract in the Middle East region: 2 marks for each project (max 4 marks) • For each contract in South-East Asia region: 2 marks for each project (max 4 marks) • For each contract in the Africa region: 2 marks for each project (max 4 marks) • For rest of the world: 2 marks for each project (max 4 marks) <p>For assignments involving remuneration in foreign currency, Bidder needs to convert it to Indian National Rupee (INR) basis exchange rates prevalent on the date of signing of contract of each of the assignments.</p>	<p>details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	
B4	<p>The Bidder (or any of the consortium partners in case of consortium) should have, in the last 5 years (as on 31st March 2020), executed projects in India in the following areas:</p> <ul style="list-style-type: none"> • Media planning or • Creative conceptualization <ul style="list-style-type: none"> • For minimum 3 contracts with a marketing spend of at least INR 3 crores for each project: 4.5 marks 	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the</p>	

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Reference Page No.
	<ul style="list-style-type: none"> For each additional contract with a marketing spend of at least INR 3 crores: 1.5 marks for each project 	client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder	
B5	<p>The Bidder (or any of the consortium partner in-case of consortium) should have successfully executed media campaigns for public sector units (PSUs) / government departments in India, in the last 5 years (as on 31st March 2020):</p> <ul style="list-style-type: none"> For experience in handling at least 2 PSUs / government contracts: 6 marks <p>For every additional contract: 2 marks (maximum 2 contracts)</p>	<p>a) Experience details as per the format specified in Appendix I: Form 8 (Project Citation Format)</p> <p>b) Documentary evidence for scope of work and contract value, along with client contact details, in the form of work order / purchase order and completion certificate from the client</p> <p>c) In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder</p>	

Form 7: Letter of Proposal

To

Chief General Manager
(Fin & OES)
EdCIL(India) Limited
18A, Sector 16A, Noida – 201301

Subject: Submission of the technical bid for selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Dear Sir,

We, the undersigned, offer to provide services to EdCIL (India) Limited for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program pursuant to your Request for Proposal dated <insert date> and our Proposal.

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

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 8: Project Citation Format

Sr. No.	Items	Details
General Information		
1.	Client Name	
2.	Name of the contact person and contact details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment	
Size of the project		
7.	Total Cost of the project	
8.	Period of contract	
9. <i>Narrative Description of the Project</i>		
10. <i>Documentary Proof and necessary details</i>		
<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>		

Bidder:

Signature -----

Name -----

Designation -----

Company Seal -----

Date -----

Form 9: Team Composition

Name of Staff	Qualification	Experience	Position Assigned

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Form 10: CV of Key Personnel

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
10	Relevant Experience	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).</i>			
11	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. Date: Place Signature of the Authorized Signatory			

Form 11: Deviations

<Location, Date>

To

Chief General Manager
(Fin & OES)
EdCIL(India) Limited
18A, Sector 16A, Noida – 201301

Subject: Deviations in RFP for selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Dear Sir:

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A - On the Terms of Reference

Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

B – Any other areas

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

13 Appendix II: Quantum of Work

Sr.	Media	Deliverables	Remarks	Quantity (Year 1)	Quantity (Year 2)
A	Media Planning				
A1	Media Plan	Offline international media planning across 42 target countries for each academic year	Agency to share media plans for target countries for the duration of the contract	NA	NA
B	Content and Creatives				
B1	TV	TVCs script of up to 60 sec – Master	Should include cost of supervision of TVC production For creative supervision of production, the fee to include artworks, studio charges & translation charges.	5	5
		TVCs script of up to 60 sec – Edits		6	6
		Promotional video's script/ content up to 5 minutes		3	3
B2	Radio	Jingle script of up to 30 Sec duration – Masters	Should include cost of verification of language translation (translation will be performed by the radio channel's production team) No separate payment shall be made for these activities	17	16
		Jingle script of up to 30 Sec duration – Edits		48	48
B3	Print	Creatives for Full Page Jacket in colour (English) – Masters	No additional cost to be paid for resizing of master creatives	3	3
		Creatives for Half Page in colour (English) – Masters		6	6
		Creatives for Quarter Page in colour (English) – Masters		8	7
		Creatives for Full Page Jacket / Half Page/ Quarter Page in colour (English) – Edits		48	48

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Sr.	Media	Deliverables	Remarks	Quantity (Year 1)	Quantity (Year 2)
B4	Outdoor	Creatives for Hoardings / Billboards / Wall Wraps / Bus Queue Shelter Panels / Standees, etc. (English) – Masters	No additional cost to be paid for resizing of creatives	6	5
		Creatives for Hoardings / Billboards / Wall Wraps / Bus Queue Shelter Panels / Standees, etc. (English) – Edits		27	27
B5	Events	Design for branding on Bags	NA	1	1
		Design for branding on T-Shirts	NA	1	1
		Design for branding on Notepads	NA	1	1
		Program Brochure / Booklet s (at least 25 pages) - Masters	NA	2	2
		Program Brochure / Booklet s (at least 25 pages) - Edits	Agency to make country-wise edits in the brochure	8	7
		Creatives for fabrication of events – backdrop, flex, roll up standees, podium, signage, banner, flyers, posters, table tent, etc. – Masters	Total number of master designs that may include any or all the mentioned collaterals	30	30
		Edits for subsequent events	Collateral numbers for fabrication will be decided basis requirements of subsequent events No separate payment shall be made for these activities	NA	NA
B6	Digital	Creatives for advertisements on all social media handles and GDN – Masters	Edits and resizing to be done as per compliance across social media handles No additional cost to be paid for editing creatives	38	37
		Creatives for advertisements on all social media handles and GDN – Edits	NA	83	82

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Sr.	Media	Deliverables	Remarks	Quantity (Year 1)	Quantity (Year 2)
		Presentation - 50 slides – Master	NA	2	1
		Newsletter - 50 page	NA	2	1
		Organic content creation for Social media – Text only (Facebook, Twitter, Quora, Instagram, etc.)	NA	180	180
		Creatives for organic posts Facebook, Instagram and twitter	Edits and resizing to be done as per compliance across social media handles No additional cost would be paid for editing creatives	180	180
		Emailers – Master	NA	180	180
		Emailers – Edits	NA No separate payment shall be made for these activities	NA	NA
		Blogs – Master	NA	100	100
		Infographics describing various stages of the SII program (English)	NA	8	8

14 Appendix III: Financial Proposal Templates

Form 1: Covering Letter

<Location, Date>

To

Chief General Manager
(Fin & OES)
EdCIL(India) Limited
18A, Sector 16A, Noida – 201301

Subject: Submission of the financial bid for selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Dear Sir/Madam,

We, the undersigned, offer to provide services for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of INR_____. This amount is exclusive of taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.

We hereby confirm that our prices exclude all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

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

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section 7, "Scope of Work". These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

Sr.	Media	Deliverables	Remarks	Quantity (A)	Unit Rate (INR) (B)	Total (INR) (C=A*B)
A	Media Planning					
A1	Media Plan	Offline international media planning across 42 target countries for each academic year	Agency to share media plans for target countries for the duration of the contract	NA	NA	
B	Content and Creatives					
B1	TV	TVCs script of up to 60 sec – Master	Should include cost of supervision of TVC production	10		
		TVCs script of up to 60 sec – Edits	For creative supervision of production, the fee to include artworks, studio charges & translation charges.	12		
		Promotional video's script/content up to 5 minutes		6		
B2	Radio	Jingle script of up to 30 Sec duration – Masters	Should include cost of verification of language translation (translation will be performed by the radio channel's production team)	33		
		Jingle script of up to 30 Sec duration – Edits		96		
B3	Print	Creatives for Full Page Jacket in colour (English) – Masters	No additional cost to be paid for resizing of master creatives	6		
		Creatives for Half Page in colour (English) – Masters		12		
		Creatives for Quarter Page in colour (English) – Masters		15		
		Creatives for Full Page Jacket / Half Page/ Quarter Page in colour (English) – Edits		96		

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Sr.	Media	Deliverables	Remarks	Quantity (A)	Unit Rate (INR) (B)	Total (INR) (C=A*B)
B4	Outdoor	Creatives for Hoardings / Billboards / Wall Wraps / Bus Queue Shelter Panels / Standees, etc. (English) – Masters	No additional cost to be paid for resizing of creatives	11		
		Creatives for Hoardings / Billboards / Wall Wraps / Bus Queue Shelter Panels / Standees, etc. (English) – Edits		54		
B5	Events	Design for branding on Bags	NA	2		
		Design for branding on T-Shirts	NA	2		
		Design for branding on Notepads	NA	2		
		Program Brochure / Booklet s (at least 25 pages) - Masters	NA	4		
		Program Brochure / Booklet s (at least 25 pages) - Edits	Agency to make country-wise edits in the brochure	15		
		Creatives for fabrication of events – backdrop, flex, roll up standees, podium, signage, banner, flyers, posters, table tent, etc. – Masters	Total number of master designs that may include any or all the mentioned collaterals	60		
		Edits for subsequent events	Collateral numbers for fabrication will be decided basis requirements of subsequent events	NA		NA
B6	Digital	Creatives for advertisements on all social media handles and GDN – Masters	Edits and resizing to be done as per compliance across social media handles	75		

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

Sr.	Media	Deliverables	Remarks	Quantity (A)	Unit Rate (INR) (B)	Total (INR) (C=A*B)
			No additional cost to be paid for editing creatives			
		Creatives for advertisements on all social media handles and GDN – Edits	NA	165		
		Presentation - 50 slides – Master	NA	3		
		Newsletter - 50 page	NA	3		
		Organic content creation for Social media – Text only (Facebook, Twitter, Quora, Instagram, etc.)	NA	360		
		Creatives for organic posts Facebook, Instagram and twitter	Edits and resizing to be done as per compliance across social media handles No additional cost would be paid for editing creatives	360		
		Emailers – Master	NA	360		
		Emailers – Edits	NA	NA	NA	NA
		Blogs – Master	NA	200		
		Infographics describing various stages of the SII program (English)	NA	16		

Total Fee (excluding taxes) in figures = (D) = _____

Total Fee (excluding taxes) in words = (D) = _____

Note:

- **All figures to be quoted in INR (Indian National Rupee)**
- **The total fee shall factor in remuneration for all activities as specified in Section 7: Scope of Work & Appendix II: Quantum of Work and any resource deployment costs**
- **In case the actual work exceeds the quantum of work specified in Appendix II: Quantum of Work, then the above rates shall be utilized for calculating the remuneration for the additional work**

DRAFT

15 Appendix IV: Performance Bank Guarantee (PBG)

Ref: _____

Date _____

Bank Guarantee No. _____

To

Chief General Manager
(Fin & OES)
EdCIL(India) Limited
18A, Sector 16A, Noida – 201301

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between EdCIL (India) Limited (hereinafter called "Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.
4. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

16 Appendix V: Service Level Agreement

The selected agency will be required to submit a comprehensive media strategy for promotion & creative campaigns of the Study in India program in 20 days from the effective date of the contract. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignment. The selected agency will be required to extend all the support required to meet the intended objectives of the comprehensive strategy.

The selected agency will be required to adhere to the service levels for each of the deliverable agreed with EdCIL under this engagement, as under:

S. No.	Description	Baseline	Low Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Penalty	Metric	Penalty		
Planning								
1.	Submission of a comprehensive media strategy consisting of detailed plan of action for the current academic year (for TV, print, radio, outdoor, BTL activities and any other activities mentioned in Section 7: Scope of Work)	20 days from the effective date of contract	Two days after the due date	INR 5,000 per day	More than 5 days of delay after due date	INR 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Date for submission of deliverable as agreed with EdCIL	Submission of deliverable would mean formal submission by selected agency & acknowledgement by EdCIL.
2.	Adaptations of approved plan for the current academic year after changes and/or any inputs by EDCIL (for TV, print, radio, outdoor, BTL activities and any other activities mentioned in Section 7: Scope of Work)	On the agreed date as discussed with EdCIL	Two days after the due date	INR 5,000 per day	More than 5 days of delay after due date	INR 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Date for submission of deliverable as agreed with EdCIL	Submission of deliverable would mean formal submission by selected agency & acknowledgement by EdCIL

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

S. No.	Description	Baseline	Low Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Penalty	Metric	Penalty		
3.	Submission of a comprehensive media strategy consisting of detailed plan of action for the subsequent academic year (for TV, print, radio, outdoor, BTL activities and any other activities mentioned in Section 7: Scope of Work)	20 days from the start of the academic year	Two days after the due date	INR 5,000 per day	More than 5 days of delay after due date	INR 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Date for submission of deliverable as agreed with EdCIL	Submission of deliverable would mean formal submission by selected agency & acknowledgement by EdCIL.
4.	Adaptations of approved plan for the subsequent academic year after changes and/or any inputs by EDCIL (for TV, print, radio, outdoor, BTL activities and any other activities mentioned in Section 7: Scope of Work)	On the agreed date as discussed with EdCIL	Two days after the due date	INR 5,000 per day	More than 5 days of delay after due date	INR 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Date for submission of deliverable as agreed with EdCIL	Submission of deliverable would mean formal submission by selected agency & acknowledgement by EdCIL.
5	Accuracy of the rates shared in the media plan. The difference in the rates shared for all media activity mentioned in the plan should not exceed 10% of the prevailing rates	Same rates as shared in the media plan	Up to 20% difference	INR 20,000 per instance of default	More than 20%	INR 50,000 per instance of default	Rates as shared in the media plan	NA

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

S. No.	Description	Baseline	Low Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Penalty	Metric	Penalty		
	as obtained by the buying agency							
Content Creation								
6.	Creation of creatives & content as per quantum of work specified in Appendix II: Quantum of Work & scope of work specified in Section 7: Scope of Work	As per the date agreed with EdCIL	One day after the due date	INR 5,000 per day	More than 2 days of delay after due date	INR 10,000 per day till 5 days. Post 5 days Material Breach conditions shall be invoked	Date for submission of deliverable as per date agreed with EdCIL	The penalty imposed for registrations shall only be valid if the media plans are executed by EdCIL at the time and in the media vehicle suggested by the agency
Continuity of Personnel								
7.	Deployment of personnel at EdCIL's office in Noida as per specifications mentioned in Section 8: Key Personnel	100% availability	Less than 100% but more than 50% availability for more than 5 days	INR 15,000 per day post 5 days	Less than 50% availability for more than 3 days	INR 30,000 per day till 3 days. Post 3 days Material breach conditions shall be invoked.	Attendance records kept with EdCIL	NA
Continuity of Consortium								

Selection of an agency for conceptualizing & planning offline media planning for international marketing campaigns & creative planning for offline & digital media for Study in India program

S. No.	Description	Baseline	Low Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Penalty	Metric	Penalty		
8.	Validity of the consortium agreement	Consortium agreement should be valid for the period of the contract	NA	NA	Unavailability of consortium partner / voidance of consortium agreement	INR 50,000 per day till 30 days. Post 30 days Material Breach conditions shall be invoked.	Valid consortium agreement	NA

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

17 Appendix VI: Instructions for e-Tendering

Instructions for Online Bid Submission:

- 1) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.
- 2) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL website. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL> (Provided by M/S KEONICS Ltd).
- 3) The bidders are required to submit bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using Class-III valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the M/S KEONICS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the M/S KEONICS Portal.
- 4) The scope of work to be tendered is available in the complete bid documents which can be viewed/downloaded from e-tender portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 5) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- 6) It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying.
- 7) To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the e-tendering portal of <http://www.tenderwizard.com/EDCIL> to have user ID & Password from M/s KEONICS Ltd.
- 8) Register your organization on M/s KEONICS E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site for obtaining credentials by paying Annual registration charges Rs.2000 + GST using the e-payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1 year.
- 9) Get your organization's concerned executives trained on M/s KEONICS Ltd. E-tender Site well in advance of your first tender submission deadline on M/s KEONICS E-tender Site
- 10) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on M/s KEONICS E-tender Site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially

relevant to first-time users of M/s KEONICS E-tender Site, the fourth instruction is relevant at all times

- 11) Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- 12) Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk KEONICS Office for any information regarding E-tendering / training.
 - a) For online registration, intended bidders may write us at harishkumar.kb@etenderwizard.com or contact no. 080-49352000/9686115318/9650520101/8800445981.
 - b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk of M/s. KEONICS
Telephone: 080-49352000/9686115318 or write us mail on Email Id:-
harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com,
twhelpdesk759@gmail.com, twhelpdesk963@gmail.com

2. Digital Signature Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC) of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA)[refer <http://www.cca.gov.in>].

3. Registration

- 1) To use the Electronic Tender portal, vendors need to register on the portal by going on the link provided at EdCIL tender webpage (Instructions available at EdCIL website www.edcilindia.co.in). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In M/S KEONICS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.
- 2) After successful submission of Registration details and Annual Registration Fee, please contact M/S KEONICS Helpdesk (as given below), to get your registration accepted/activated.

Important Note:

- 1) To minimize the problems during the use of e-tendering portal of M/S KEONICS (including the Registration process), it is recommended that the user should use as per the instructions given under 'M/S KEONICS User-Guidance Centre' located on M/S KEONICS Home Page, including instructions for timely registration on M/S KEONICS. The instructions relating to 'Essential

Computer Security Settings for Use of M/S KEONICS' and 'Important Functionality Checks' should be especially taken into cognizance.

- 2) Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

4. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the M/S KEONICS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the M/S KEONICS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. This would enable the M/S KEONICS Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID/ Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/help from the Help desk.

5. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100dpi with black and white option.

6. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to pay the EMD as applicable online in favour of EdCIL (India) Ltd.
- 4) A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided. If the financial bid file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. ASSISTANCE TO BIDDERS

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

EdCIL / M/S KEONICS Helpdesk

Telephone/ Mobile

Customer Support:080-49352000 (Multiple Telephone lines)

EmergencyMobileNumbers:9686115318/ 9650520101/ 8800445981

(Please contact in case of emergency during non-working) hours.

E-mail ID: M/S KEONICS Ltd.

harishkumar.kb@etenderwizard.com

ambasa@etenderwizard.com

twhelpdesk759@gmail.com

twhelpdesk963@gmail.com

& cc to:

amitkumar@edcil.co.in
studyinindia@edcil.co.in

8. Offline Submissions: (AS PER TENDER REQUIREMENT)

- 1) The bidder is requested to submit the following documents offline before the start of Public Online Tender Opening Event.
 - a) Original copy of EMD instrument if the Bidder has submitted EMD via demand draft or BG
 - b) Original copy of the Power-of-attorney.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexure during Online Bid-Submission.

9. Public Online Tender Opening Event (TOE)

- 1) M/S KEONICS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidder can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.
- 2) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on M/S KEONICS.
- 3) M/S KEONICS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
- 4) M/S KEONICS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

10. SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- 1) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on M/S KEONICS.

- 2) Register our organization on M/S KEONICS well in advance of the important deadlines for your first tender on M/S KEONICS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of- Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability with in the Supplier/ Bidder Organization.
- 3) Get your organization's concerned executives trained on M/S KEONICS well in advance of your first tender submission deadline on M/S KEONICS Ltd.
- 4) For responding to any particular tender, the tender (i.e. its Tender Search Code or Tender No.) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

- 5) Submit your bids well in advance of tender submission deadline on M/S KEONICS (There could be last minute problems due to internet timeout, breakdown, etc.)
- 6) M/S KEONICS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

Note: While the first three instructions mentioned above are especially relevant to first-time users of M/S KEONICS, the fourth, fifth and sixth instructions are always relevant.

11. MINIMUM REQUIREMENTS AT BIDDER'S END

- 1) Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- 2) Microsoft Internet Explorer 7.0 or above
- 3) Digital Certificate(s)

Note:

- 1) The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
- 2) All envelopes should be securely sealed and stamped.
- 3) It is mandatory for the Bidder to quote for all the items mentioned in the TENDER.

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