

Request for Proposal for Empanelment of Production Agencies

Reference No.: EdCIL/SII/Empanelment/Media Production Agency/11/2019

(Open E-Tender Process)



EdCIL (India) Limited
(A “MINI RATNA” Category – I CPSE Govt. of India)
‘EdCIL House’, Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA



EdCIL (India) Limited
(A MINI RATNA Category – I CPSE, Govt. of India)
(An ISO 9001-2015 & 14001-2015 Certified Company)
EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)

RFP For Empanelment of Production Agencies

Tender Ref. No.: EdCIL/SII/Empanelment/Media Production Agency/11/2019	
Place for opening of the bid	Convention Hall EdCIL (India) Limited EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of submission of Bid	04 th December 2019 up to 1700 hrs
Date & time of opening of Technical Bid	05 th December 2019 2019 at 1500 hrs

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

Contents

Chapter 1: Introduction	4
Chapter 2: Abbreviations & Definitions.....	11
Chapter 3: Invitation for Proposal	12
Chapter 4: Schedule for invitation to Proposal.....	13
Chapter 5: General Instructions.....	14
Chapter 6: Scope of Work.....	21
Chapter 7: Instructions for E- Tendering	23
Chapter 8: Proposed Contract Terms.....	28
Annexure 1.....	33
Annexure 2.....	34
Annexure 3.....	35
Annexure 4.....	36
Annexure 5.....	37
Annexure 6.....	38
Annexure 7.....	40
Appendix – A Check List.....	46
Appendix – B -Service Level Agreement.....	47

Chapter 1: Introduction

EdCIL (India) Limited, is a “Mini Ratna Category-I” Central Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. The Company has its registered office at 5th Floor, Vijaya Building, 17-Barakhambha Road, New Delhi-110001. The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas. The Company has in the recent past registered rapid growth with the turnover to Rs 288 Crores having reached in FY 2017-18.

Clients of EdCIL include most State and Central Govt. Departments including MHRD, PSUs and Autonomous bodies including IITs, IIMs, IIITs, Kendriya Vidyalaya Sangathan and Navodaya Vidyalaya Samithi.

Vision

To be the most trusted project management and consultancy organization offering educational and human resource consultancy services.

Service Spectrum

EdCIL undertakes end-to-end projects on turnkey basis from concept to commissioning and ensures effective management of activities from identification of objectives through continuous monitoring leading to optimal fulfilment of targets within the stipulated time frame.

The verticals have leveraged expertise gained over three decades, strong alliances and commitment of dedicated teams to ensure a strong national and global presence for the Company. These have strengthened our core competency in all areas of Education and human resource development. EdCIL presently has strong verticals in the following areas:

i. Online Testing and Assessment Services (OTAS)

Based on two decades of expertise in handling offline recruitment tests, the company switched over to offering online recruitment solutions in 2015 to bring in higher transparency and efficiency.

This is the biggest vertical of EdCIL which has received overwhelming market response. The clients include Central and State Govts, PSUs and Autonomous bodies etc. The vertical organizes online recruitment tests across multiple segments of recruitments covering varied sectors of the economy. The company presently also executes an online test project for a client in overseas location.

Being a PSU targeted towards meeting educational needs, the company focuses on organizing online examinations for recruitment of teachers & principals as a specialized service. The Company also has aspiration to address online admissions/assessment requirement of different educational institutions.

ii. Educational Infrastructure Services (EIS)

Following key services are provided by the vertical covering Educational infrastructure management (turnkey execution and project management consultancy) services

- Concept Design
- Detailed Drawings
- Detailed Project estimate with Bill of Material

- Construction Schedule /Procurement Plan
- Tender documents
- Tender Process Management
- Project construction monitoring
- Incident monitoring
- Modifications in schedule
- Quality Assurance and Control
- Billing and Payments
- Getting Completion / Occupancy Certificates from Statutory Authorities
- Final Project Completion Report with Expense Analysis

iii. Educational Procurement Services (Lab Equipment, IT products, Furniture etc.)

Leveraging three decades of experience in domestic and overseas sector, following key services are provided by the vertical as part of the Procurement Services focusing on maximizing total cost of ownership (TCO) in educational and human resource development space:

- Educational Product research
- Vendor empanelment
- Demand Aggregation
- Development of Sourcing Strategy
- E-Tendering
- Bid Analysis
- Finalization of contract
- Order Placement
- Monitoring receipt of shipment including Quality check at client site
- Vendor payment management
- Monitoring AMC/Warranty
- Monitoring client feedback

iv. Digital Education Services (DES)

The Company strongly believes that digitization will be a game changer in addressing quality, quantity and governance needs in both Schools and Higher education. The Company accordingly focuses on all emerging areas of IT/ICT applications in the sector.

Following key services are provided by vertical as part of the Digital Education Services:

- Wi-Fi and Network Solutions
- ERP implementation
- Digitization of Records
- E-content preparation
- Virtual Classrooms
- Smart Campuses
- Online Admission System
- Computer labs

v. Advisory Services

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

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)
- Organization Restructuring (Sectoral/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Designing of Training
- Impact Assessment (ICT/other schemes)
- Designing of new education schemes
- Education content Design

vi. Overseas Education Services (OES)

Based on strong MEA/MHRD endorsement within India, client confidence and alliances gained globally over three decades, the vertical executes sponsored and aggregated inbound overseas student admissions and faculty hiring and also effectively meets the individual needs of inbound students willing to study in India.

The vertical focuses on high potential target markets covering mostly SAARC, Middle East and African nations.

The following services are specifically offered:

- Implementation of 'Study in India' scheme of MHRD
- Placement of Overseas Students in select Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes

- Student/faculty exchanges
- All other Project management and consulting services extended in domestic sector

vii. Study in India

EdCIL has been appointed as the nodal agency to develop the strategy and oversee the implementation of Study in India programme. The programme aims to increase the inflow of inbound international students by 3 times through a systematic brand-building, marketing, social media and digital marketing campaign.

viii. TSG (Technical Support Group)

This is EdCIL's project management and logistical support vertical (also known as Technical Support Group –TSG) to extend operational support to MHRD in implementing several Mega Pan-India projects.

The services include:

- Logistical support to various large MHRD schemes (e.g. Samagra Shiksha, MDM, NPIU, NMEICT, PMMMNTT)
- Outsourcing of Consultants/Support Staffs etc.
- Event Management Support
- Procurement Services

ABOUT STUDY IN INDIA

Background

Over 4.3 mn 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 mn in 2004 to 4.3 mn 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.

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:

- To Design and implement Web Portal for "Study in India" Project.
- Identification of top institutions/universities basis ability to provide quality education and attractiveness for foreign students
- Identification of target markets
- Understanding their education system and stakeholders involved in decision making
- 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.
- Generating leads of potential candidates and driving effective branding and marketing campaigns

Compelling factors for launching "Study in India" scheme is brought under as follow:

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

Offerings

- Robust centralized admission and information portal for International students planning to Study in India.
- Mobile Application for users to easily access the offerings of Study in India through their mobile devices.
- Access to India's top 100 premium institutes (NIRF Top 100 and NAAC>=3.26) offering attractive fee waivers.
- International Call Centre (Inbound & Outbound) that helps and guides students regarding the entire admission and on boarding process.
- Social Media campaigns across Study in India's 34 target countries. The list of 34 target countries is as below:

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

- Brand promotion
- Facilitation Centre
- Event Management including seminar, workshops, roadshows across all target markets.
- De bottlenecking Visa rules and Mutual recognition.
- International Infrastructure and process standardisation.
- Channel Strategy

To meet the aspirations of growing the inbound numbers up to 2 lakhs by 2023, the following branding strategies have also been outlined:

- Social Media Promotions
- Google Search Advertising

- TV/Radio promotions
- Newspapers Advertising
- Setup of Facilitation centres
- On-boarding of channel partners
- Education India Day in the target countries
- School/College/University visits in the target countries

Chapter 2: Abbreviations & Definitions

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

Chapter 3: Invitation for Proposal

EdCIL India Ltd (EdCIL) intends to empanel accredited production agencies for handling all the production related processes and jobs. This includes building concept, conducting research, cinematography/ shooting, editing, music, voice over, etc.

The agency should be equipped with adequate infrastructure for managing production processes and activities across India and target markets of SAARC, South East Asia, Middle East and African nations. The objective of the agency is to offer the most competitive rates and ensure timely production of all the advertising commercials.

In this context, EdCIL intends to empanel accredited agencies/ service providers through an open tender process. The bidders are invited to submit a Proposal. The empanelment contract will be valid initially for a period of 2 years, which may be extended further for a period of one year on satisfactory performance of agency.

The RFP is issued by the EdCIL (India) Limited to obtain offer from reputed and accredited Production agencies to provide services relating to Production of advertising commercials for target markets across SAARC, South East Asia, Middle East and Africa regions for the 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.

Chapter 4: Schedule for invitation to Proposal

1	Name of the issuing official	Shri. Sandeep Goel CGM (Fin & OES) EdCIL (India) Limited
2	Submission of RFP Document	EdCIL (India) Limited EdCIL House, Plot - 18 A, Sector 16- A, Noida – 201301, UP (India)
3	Date of availability of the tender on website	02 nd November 2019
4	Last date of receiving Pre-Bid queries through emails only	15 th November 2019
5	Date of Pre-bid Meeting	18 th November 2019
6	Last date and time for submission of Bid Documents	04 th December 2019
7	Opening of Technical Bid	05 th December 2019
8	Place of opening of Bid	EdCIL (India) Limited EdCIL House, Plot - 18 A, Sector 16- A, Noida – 201301, UP (India)
9	Earnest Money Deposit (EMD)	INR 2,00,000/-
10	Cost of the Bid Document	NIL

Chapter 5: General Instructions

1. Procedure for preparation and submission of bids

- 1.1. The RFP will have two packet system for the scope of the work:
 - a) Pre-qualification proposal
 - b) Technical proposal
- 1.2. Proposal should not include any financial information.
- 1.3. Each copy of the bid should be a complete document with Index & page numbering
- 1.4. Earnest Money Deposit (EMD) must be prepared as per instructions provided in this section
- 1.5. Bidder should consider any corrigendum published on the tender document before submitting their bid
- 1.6. Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 1.7. The Bidder must furnish Earnest Money Deposit (EMD) for Rs. 2,00,000/- (Rupees Two Lacs only) in favour of EdCIL India Ltd. "payable at Noida (U.P.) in the form of Demand Draft, failing which the bid will be rejected.

2. Assistance to Bidders

- 2.1. Any queries relating to RFP document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in 'Schedule for Invitation' to RFP.

3. Cost of the Proposal

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

4. Content of the RFP

- 4.1. The RFP document includes:
 - a) Invitation for bids
 - b) Instructions to bidders
 - c) Scope of work
 - d) Special Terms and Conditions
- 4.2. The bidder is expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

5. Clarification on RFP

- 5.1. A prospective bidder requiring any clarification on RFP document may submit queries to studyinindia@edcil.co.in in the following format

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

--	--	--	--	--

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

6. Amendment in RFP Document

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

7. Language of Proposal

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

8. Documents comprising the Proposal

- 8.1. The Proposal prepared by bidder shall comprise the following documents:
- a) Letter of Proposal submission
 - b) Earnest Money Deposit
 - c) Bidder's experience
 - d) Certificate of Incorporation
 - e) PAN No. and GST Registration Certificate
 - f) Certificate of Annual Turnover duly verified by CA
 - g) Undertaking that the bidder is not blacklisted
 - h) Complete details and literature of Agency as required in Eligibility Criteria
 - i) All other documents as mentioned in the bid document including all the Annexures

9. Awarding work to Empanelled Agencies

- 9.1. All the empanelled agencies will then be invited to quote the financial offer for the proposed work, clearly defining the production activities/ jobs.
- 9.2. The financial quotes of all the empanelled agencies will be scrutinized and finalized on the lines of terms and conditions stipulated at the time of offer of work on each occasion.
- 9.3. Also, EdCIL reserves the right to select any suitable selection method for awarding the work to the empanelled agency which may emerge from time to time.

10. Authorized Signatory

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

11. Period of Validity of Proposal

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

12. Last date and receipt of Proposal

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

13. Late Proposal

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

14. Address for Correspondence

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

15. Preliminary examination

- 15.1. EdCIL will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed and whether the bid is generally in order.
- 15.2. A bid determined as not substantially responsive will be rejected by EdCIL.

16. Earnest Money (EMD)

- 16.1. The bidder shall furnish along with bid an Earnest Money Deposit (EMD) amounting to Rs. 2,00,000/- (Rs. Two Lacs only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.
- 16.2. However, Bidders registered with DGS&D, NSIC or MSMEs are exempted for payment of EMD.
- 16.3. Bids received without EMD shall be summarily rejected.
- 16.4. EMDs of all successful bidders shall be retained by EdCIL as "Empanelment Deposit" for the period of the contract and shall be returned upon the end of the contract period
- 16.5. The earnest money deposit of unsuccessful bidders shall be refunded within 30 days post completion of empanelment of agencies.
- 16.6. The EMD amount is interest free and will be refundable to the successful / unsuccessful bidders without any accrued interest on it
- 16.7. The EMD will be forfeited on account of one or more of the following reasons:
 - a) The bidder withdraws its proposal during the bid validity period.
 - b) The bidder does not respond to the requests for clarification of its proposal.

- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidders withdraw the offer or refuse to accept the letter of award for empanelment of Production Agencies after empanelment.

17. Pre-bid Meeting

17.1. The bidder or his official representative is advised to attend a pre-bid meeting on 18th November 2019 at 1100 hrs. at:

EdCIL (India) Limited,
EdCIL House, 18 A, Sector 16A, NOIDA – 201 301 (U.P)
Phone: 0120- 2515351, Fax: 0120 2515372
Email: studyinindia@edcil.co.in

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

17.3. The bidder is requested to submit any queries in writing by e-mail so as to reach EdCIL not later than 15th November 2019.

17.4. Queries relevant to the bid Documents shall be addressed to the CGM (OES & Fin), EdCIL. Reply to the bidder's queries will be made by EdCIL (India) Limited by uploading of response in the EdCIL website.

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

18. Overall bid evaluation process

The evaluation shall consist of following phases:

18.1. Phase I – Evaluation of Pre-qualification Proposal

- a) Bidder shall have to enclose documentary evidence in support of the Pre-Qualification Criteria
- b) In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily
- c) The technical bid of only those bidders who qualify in the pre-qualification criteria will be evaluated

18.2. Phase II – Evaluation of Technical Proposal

- a) Bidder shall have to enclose documentary evidence in support of the Technical Qualification Criteria
- b) In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily

19. Pre-Qualification Criteria

S. No.	Criteria	Documentary Evidence to be submitted
1	The bidder must have been in operation for a minimum period of 5 years, as on 31 st March 2019 and working in the field of production of Television Commercials / Films / Documentaries, etc.	Copy of the certificate of incorporation issued by the Registrar of Companies or MCA and Memorandum & Articles of Association
2	The bidder must have a cumulative annual turnover equivalent to INR 20 crores or above in the last 3 financial years 2016-17, 2017-18, 2018-19	Statutory auditor's certificate & self-attested certificate from CFO along with copy of audited balance sheets and profit and loss accounts. (If audited financials not available for 2018-19, provisional statement may be submitted)
3	The bidder must have registered net profit (after tax) continuously for the last 3 financial years i.e. 2016-17, 2017-18, 2018-19	Statutory auditor's certificate & self-attested certificate from CFO along with copy of audited balance sheets and profit and loss accounts. (If audited financials not available for 2018-19, provisional statement may be submitted)
4	The total payment to the production agency from a single client in any one year out of the last 3 financial years (2016-17, 2017-18, 2018-19) should be of an amount of at least INR 1 Crore for production of TV commercials	Statutory auditor's certificate & self-attested certificate from CFO
5	The bidder should have produced advertising commercials in the target markets such as SAARC, South East Asia, Middle East and Africa regions in the last 5 years from the date of submission of proposal	Self-attested certificate of LOA/Work order issued by client to be submitted along with the bid.
6	The organisation should neither have been Debarred and/ or blacklisted by any Central/ State Govt. Department/ Universities/ Educational Institutions/ Organization etc. nor should have any litigation enquiry pending and/ or initiated by any of these Department or Court of Law.	Declaration as per proforma The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-

Note:

- i) Campaign is defined as one or more advertisements developed based on a specific brief
- ii) Agency shall also be required to submit a certificate from their auditor as per Annexure along with copies of work orders and completion certificates.

20. Technical Evaluation Criteria

S. No.	Criteria	Max Marks	Documentary Evidence to be submitted
1	The Bidder should have a cumulative annual turnover of at least INR 20 crores or above in each of the last 3 financial years (i.e. 2018-19, 2017-18, 2016-17) <ul style="list-style-type: none"> • For turnover equal to INR 20 crores: 5 marks 	10	Statutory auditor's certificate & self-attested certificate from CFO along with copy of audited balance sheets and profit and loss accounts. (If audited financials not available for 2018-19, provisional statement may be submitted)

S. No.	Criteria	Max Marks	Documentary Evidence to be submitted
	<ul style="list-style-type: none"> For turnover greater than INR 20 crores and less than or equal to INR 30 crores: 7.5 marks For turnover greater than or equal to INR 30 crores: 10 marks 		
2	<p>The Bidder must have been working in the field of production of Television Commercials / Films / Documentaries, etc. for international audience for the last 5 years from the date of submission of proposal</p> <ul style="list-style-type: none"> For experience greater than or equal to 5 years and less than 7 years: 2 marks For experience greater than or equal to 7 years and less than 10 years: 3 marks For experience greater than 10 years: 4 marks 	4	Self-attested certificate of LOA/Work order issued by client to be submitted along with the bid.
3	<p>The Bidder must have successfully handled production activities of international campaigns in the last five years from the date of submission of proposal</p> <ul style="list-style-type: none"> For each contract: 2 marks 	10	Self-attested certificate of LOA/Work order issued by client to be submitted along with the bid.
4	<p>The Bidder must have successfully handled production activities of at least 4 international campaigns in the last five years from the date of submission of proposal, with one campaign each in the SAARC, South East Asia, Middle East and Africa regions</p> <ul style="list-style-type: none"> For each contract in the SAARC region: 2 marks (maximum 2 projects) For each contract in the Middle East region: 2 marks (maximum 2 projects) For each contract in South-East Asia region: 2 marks (maximum 2 projects) For each contract in the Africa region: 2 marks (maximum 2 projects) 	16	Self-attested certificate of LOA/Work order issued by client to be submitted along with the bid.
5	<p>The Bidder must have produced advertising commercials for public sector units (PSUs) / autonomous bodies / government departments in India in the last five years from the date of submission of proposal</p> <ul style="list-style-type: none"> For each advertising commercial: 2 marks 	10	Self-attested certificate of LOA/Work order issued by client to be submitted along with the bid.

S. No.	Criteria	Max Marks	Documentary Evidence to be submitted
6	The Bidder must have successfully produced advertising commercials for the education sector in the last five years from the date of submission of proposal <ul style="list-style-type: none"> For each advertising commercial: 2.5 marks 	5	Self-attested certificate of LOA/Work order issued by client to be submitted along with the bid.
7	The Bidder should have been received awards for producing advertising commercials <ul style="list-style-type: none"> For each award: 3 marks 	15	Self-Attested "Certificate of Award" awarded to the bidder to be submitted along with the bid
8	Presentation outlining creative competency of the Bidder along with production capabilities	30	To be presented as per the date mentioned in RFP document

Note:

- i) *Campaign is defined as one or more advertisements developed based on a specific brief*
- ii) *Agency shall also be required to submit a certificate from their auditor as per Annexure along with copies of work orders and completion certificates.*

21. Final Evaluation

Agencies which will score at least 70% marks in the Technical Qualification criteria will be eligible for empanelment.

Note: If an agency is hired for any other work related to the Study in India programme then that agency will not be considered for empanelment.

Chapter 6: Scope of Work

1. The study in India production activities would include building concepts, conducting research, script writing, cinematography/ shooting, editing, music and voice over.
2. The TV commercials/ radio commercials/ promotional videos to be produced will be of international quality, comparable with the existing commercials of EdCIL.
3. The content of the TV commercials/ radio commercials/ promotional videos will mostly be through fresh shoot. However, depending upon EdCIL's requirement, the agency will have to edit the existing TV commercials/ radio commercials/ promotional videos available at EdCIL.
4. The Production House will be responsible for securing any required permissions for shooting of the TV commercials/ radio commercials/ promotional videos. EdCIL will aid by way of issue of letters to concerned authorities, wherever necessary.
5. Detailed scope of work stating the below details will be shared by EdCIL with the Production House for each production

Quality required	4K / HD / SD
Master film duration	XX seconds
Master film language	Hindi / English / XX
Duration of edits / cut downs	XX seconds
Language dubs	English, Hindi, XX
Audio rights	TV, Radio, Cinema, Digital & Internet, OOH (Live Media)
Video rights	TV, Cinema, Digital & Internet, OOH (Live Media)
Duration of audio rights	Perpetuity
Duration of video rights	Perpetuity

6. Deliverables:
 - i. Raw Stock / Unmixed versions along with telecast quality edits of the TV commercials/ radio commercials/ promotional videos as detailed in the Scope of Work, which will be the property of EdCIL, are required to be handed over to EdCIL in two hard drives. EdCIL reserves the right to use the film wholly or in part in whichever manner EdCIL deems fit
 - ii. It is expected that the selected Production House will deliver:
 - A work plan and a storyboard for all audios/ videos based on inputs from the EdCIL project team and agency appointed by EdCIL
 - At least two draft edits for input and one final version of each audio/ video
 - Final audio/ video files in high resolution format (optimized for web format, if required)
 - Delivery of all footage filmed for the production on hard drives (EdCIL retains full rights of all footage filmed for the production)
 - Edit the existing TV commercials/ radio commercials/ promotional videos as per EdCIL's requirement
 - iii. Under the overall guidance and supervision of the EdCIL project team and the creative agency appointed by EdCIL, the Production House will be responsible for the following:
 - Ensuring timely delivery of all end products

- Ensuring timely delivery of all footage obtained for production (EdCIL will retain full copyright of all footage filmed)
- Ability to travel to various locations as required for the production
- Coordinating the filming and all relevant interviews
- Liaising with EdCIL teams on production schedules, filming, filming formats, and location access
- Working with creative planning agency appointed by EdCIL and EdCIL's internal Project team who will assist in pre-identifying shooting locations and subjects, and coordinating on the ground
- Ensuring that the correct technical requirements are followed (including subtitling if required)
- Ensuring pre-production, filming, and post-production at the highest quality, and working with the highest professional ethical standards

Note: If there is any modification in the list of target countries; the same shall be intimidated to the empanelled agency and the agency would be required to adhere to the new list of target countries.

Chapter 7: Instructions for E- Tendering

1. Instructions for Online Bid Submission:

- i. 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.
- ii. 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).
- iii. The bidders are required to submit soft copies of their 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.
- iv. 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.
- v. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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
- x. 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
- xi. Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
- xii. 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
- c) 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

- i. 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.
- ii. 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.
- iii. Important Note:
 - a. 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.
 - b. 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

- i. 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.
- ii. 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.
- iii. 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

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. 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.
- iii. 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

- i. 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.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to pay the tender fee/EMD as applicable through demand draft in favour of EdCIL (India) Ltd. Payable at Noida and enter details of the instruments. Original copies of demand draft for EMD/ Tender fees are required to be submitted.
- iv. 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.
- v. 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.
- vi. 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.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. 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

- i. 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) Emergency Mobile Numbers:

	<p>9686115318 / 9650520101 / 8800445981</p> <p>(Please contact in case of emergency during non-working hours.)</p>
E-mail address	<p>M/S KEONICS Ltd.</p> <p>harishkumar.kb@etenderwizard.com</p> <p>ambasa@etenderwizard.com</p> <p>twhelpdesk759@gmail.com</p> <p>twhelpdesk963@gmail.com</p> <p>& cc to:</p> <p>amitkumar@edcil.co.in</p> <p>studyinindia@edcil.co.in</p>

8. Offline Submissions: (as per tender requirement)

- i. The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.
- ii. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a. Original Demand Draft for EMD.

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)

- i. M/S KEONICS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidder scan 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.
- ii. 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.
- iii. 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.
- iv. 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:

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on M/S KEONICS.
- ii. 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 within in the Supplier/ Bidder Organization.
- iii. 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.
- iv. 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.

- v. 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.)
- vi. 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, sixth and seventh instructions are always relevant.

11. Minimum requirements at bidder's end

- i. Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- ii. Microsoft Internet Explorer 7.0or above
- iii. Digital Certificate(s)

Note:

- i. 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.
- ii. All envelopes should be securely sealed and stamped.
- iii. It is mandatory for the Bidder to quote for all the items mentioned in the TENDER.

Chapter 8: Proposed Contract Terms

1. Job Allocation:

- i. In the event of production of a specific advertising commercial, EdCIL will contact any/all empanelled agencies for Effective rates and will award the job amongst one or more agencies.
- ii. The agency shall submit the proofs of the performance for all the released advertisements.
- iii. In the event of any error or omission not being still corrected by the agency after the duly corrected proof having been returned by the advertiser to the agency, the latter shall be liable to compensate the advertiser, the entire cost of the advertisement so published incorporating therein the said error or omission.

2. Term of Empanelment:

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

3. Payment Terms

- iv. No advance payment will be considered
- v. The agency shall send invoice to EdCIL stating therein the total cost incurred on each production activity. The agency shall provide three copies of the invoice.
- vi. The net cost shall be paid to the agency by EdCIL after the execution of the activity
- vii. Payment shall be made within 30 days of Invoice being delivered at EdCIL's Noida office.
- viii. The payments are subject to adherence of SLAs and imposition of penalties as mentioned in the RFP.
- ix. All payments against invoice shall be made in INR through RTGS to the account of the concerned agency against the pre-receipted invoices submitted in triplicate, complete in all respect on the last working day of each month. Necessary details supported with cancelled blank cheque leaf shall be provided by the agency.
- x. GST shall be paid, as applicable.
- xi. TDS will be deducted at source, as per rules.

4. Performance Security

- i. As & when the work is allocated, the successful bidder shall have to submit a Performance Security of 10% of total value of work in the form of a Demand Draft drawn from any Nationalised Bank in favour of EdCIL (India) Limited payable at Noida, within 5 days of issuance of LOA.
- ii. The performance security will be forfeited in the event of breach of contract by the agency.

5. Applicable Law

- i. The contract shall be interpreted in accordance with the laws of the Union of India.
- ii. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

6. Confidentiality

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

7. Consortium

No consortium will be entertained by EdCIL.

8. Income Tax/ Goods & Service Tax Registration Certificate

PAN and GST registration No. should be quoted.

9. Language

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

10. Notices

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

11. LD because of Delays in the Bidder's Performance

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty as per the Service Level Agreement, subject to maximum of 10% of the order value, unless an extension of time is agreed upon.

12. Termination

- i. EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty written notice of termination to the service provider.
- ii. The Contract is liable to be terminated if the Service Provider:
 - a) Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation to amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
 - b) Arranges with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
 - c) Abandons the work; or
 - d) Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
 - e) Fails to adhere to the agreed program of work; or
 - Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
 - Performance is not satisfactory; or

- If the Service Provider obtains the contract with EdCIL with illegal manner;
- Information submitted/furnished by the contract are found to be incorrect.
- The above shall be without prejudice to EdCIL's other rights under the law.

13. Consequences of Termination

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

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

14. Termination for convenience

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

15. Legal Liability

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

16. Settlement of Disputes

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

17. Arbitration:

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

18. Reservation of Rights:

EdCIL reserves the right to:

- i. Extend the Closing Date for submission of the Proposals
- ii. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>.
- iii. Seek information from the Bidders on any issue at any time.
- iv. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- v. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- vi. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- vii. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

19. Suspension

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

20. Force Majeure

- i. Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- ii. For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- iii. If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

21. Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the

exemplary/ punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

22. Special Terms and Conditions

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

Annexure 1
Bid Form

I. Addressed to

a.	Name of the tendering authority	CGM (OES) EDCIL (India) Limited, Noida
b.	Address	CGM (OES) EdCIL House 18-A, Sector 16-A Noida – 201301 (U.P.), India
c.	Telephone	0091-120-4514001-02, 4516003, 2512004 - 006
d.	Tele-Fax	0091-120- 2512372
e.	Email Id	sandeepgoel@edcil.co.in

II. Tender **Reference No. EdCIL/SII/Empanelment/Media Production Agency/11/2019**

III. Other related details:

1	Name of Bidder													
2	Name & Designation of Authorized Signatory													
3	Registered/Head Office Address													
4	Delhi Office	<table border="1"> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>Contact Person</td> <td></td> </tr> <tr> <td>Phone</td> <td></td> </tr> <tr> <td>Email id</td> <td></td> </tr> </table>	Address		Phone		Fax:		Contact Person		Phone		Email id	
Address														
Phone														
Fax:														
Contact Person														
Phone														
Email id														
5	Year of Establishment													
6	Type of Firm (Put Tick mark)	<table border="1"> <tr> <td>Public Limited</td> <td>Private Limited</td> <td>Partnership</td> <td>Proprietary</td> </tr> </table>	Public Limited	Private Limited	Partnership	Proprietary								
Public Limited	Private Limited	Partnership	Proprietary											
7	Telephone Number(s)/ Mobile													
8	Website URL													
9	Fax No.													
10	Email Address													
11	Indicate if organization has been blacklisted or not													
12	Are there any clarification / information etc that the bidder may like to make													

- IV. Earnest Money (EMD) amounting to Rs. 2,00,000/- (Rupees Two Lacs Only) has been remitted vide DD No..... dated in favour of EdCIL (India) Limited, payable at NOIDA, India
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. No Advance payment shall be made. Payments shall be made as per payments terms.
- VII. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:
Name:
Designation:
Name of the Bidder: -
Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 2

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

To

CGM (OES)

EdCIL (India) Limited (EdCIL)

EdCIL House, 18 A, Sector-16 A,

NOIDA – 201301 (U.P.), India

Sir,

Subject: Selection for Empanelment of Production Agencies

This bears reference to **EdCIL/SII/Empanelment/Media Production Agency/11/2019** dated _____. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

The above document is executed on ____/____/2019 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 3

SELF-DECLARATION – NON BLACKLISTING

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

To,

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

Sir,

In response to the Tender **EdCIL/SII/Empanelment/Media Production Agency/11/2019** dated _____ for empanelment of Production Agencies I/We hereby declare that presently our Company _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 4

FORMAT FROM CHARTERED ACCOUNTANT FOR FINANCIAL CAPABILITY OF AGENCY

Turnover Statement

S. No.	Financial Year	Annual Turnover of bidder	Profit after Tax (PAT)
1.	2016-17		
2.	2017-18		
3.	2018-19		

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

Annexure 5
Details of Past Experience:

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

Date

Name

Annexure 6

Power of Attorney:

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

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

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2019.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarised

Accepted

.....

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

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate

Annexure 7

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2019, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

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

WHEREAS the EdCIL Empanel the Agency for release of advertisement & other services referred in the RFP No. **EdCIL/SII/Empanelment/Media Production Agency/11/2019** dated _____ for the Period of two years from 2018- 19 to 2019-20.

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. _____ dated2019 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

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

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

3. Commitments of Bidders

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

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

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

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. Previous transgression

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

5. Earnest money deposit

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 2,00,000/- as Earnest Money (EMD) with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited payable at Noida.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 Sanctions for violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings

with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. Independent monitors

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the

provisions of the pact.

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of investigation

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

9. Law and place of jurisdiction

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

10. Other legal actions

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

11. Validity

- 11.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. **EdCIL/SII/ Empanelment /2019 dated xx August 2019** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.
- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

EdCIL (India) Limited
NAME OF THE OFFICER
Designation

BIDDER
CHIEFEXECUTIVE OFFICER

Witness

Witness

- 1.
- 2.

- 1.
- 2.

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

Appendix – A Check List

Check List

S. No.	Descriptions	Whether submitted or not (Yes or No)
1	Letter of proposal signed and enclosed with the bid offer	
3	Demand draft of EMD of Rs. 2,00,000/- drawn in favour of EdCIL (India) Limited has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Declaration of non-blacklisting submitted	
7	Turnover Statement duly approved by CA submitted	
8	Details of experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre-contract integrity pact	
11	Signed copy of the tender document submitted	
12	Certificate of incorporation of company/business submitted	

Appendix – B -Service Level Agreement

The selected agency will be required to submit rates against the production plan as requested by EdCIL. This document would be taken up for defining each campaign and the timelines will be agreed upon for each of such activity. The selected agency will be required to extend all the support required to meet the intended objectives of the execution.

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:

Sr. No.	Description	Baseline	Low Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1.	Approved production plan along with budget	On the date mentioned as per the approved plan by EdCIL	NA	NA	Later than prescribed date	Purchaser reserves the right to act as per Chapter 8, Clause 12	Production start date as mentioned in the approved plan by EdCIL	Selected agency would need to present relevant proofs for corroborating their claim of execution
2.	Adherence to approved plan and budget	Break up of cost incurred on various activities/ jobs Submission of agency invoice along with vendor invoice and applicable supporting documents	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 Purchaser reserves the right to act as per Chapter 8, Clause 12	Completeness of the following documents: - Agency invoice - Vendor invoice - Supporting proof of performance	Submission of deliverable would mean formal submission by selected agency & acceptance by EdCIL