



## **Solar Energy Corporation of India Limited (A Government of India Enterprise)**

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building, District Centre,  
Saket, New Delhi - 110 017

Tel: 011 - 71989200, Fax: 011 - 71989243

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### **Expression of Interest (EOI)**

**For**

Empanelment of Advertising Agencies for Advertising  
and Publicity Services of Solar Energy Corporation of  
India Limited (SECI)

**EOI No. [SECI/C&P/EOI/ADVERTISING/042018](#)**

**Dated : 03/05/2018**

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### **DISCLAIMER**

1. Though adequate care has been taken while preparing the EOI document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer/ Owner immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of EOI documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this EOI document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 03/05/2018



# **SECTION - I**

# **DEFINITIONS OF TERMS**

- 1.1 **“AGENCY(IES)” or “EMPANELLED AGENCY(IES)”** shall mean the firm or company, empanelled for the advertising services under this EOI and shall include legal representatives of such individual or persons comprising such firm or successors of such firm or company as the case may be and permitted assigns of such firm or company;
- 1.2 **“BIDDER”** shall mean Bidding Entity submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;
- 1.3 **“BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this EOI under a Consortium Agreement;
- 1.4 **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.5 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- 1.6 **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;
- 1.7 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;
- 1.8 **“DAY”** shall mean calendar day;
- 1.9 **“DATE OF CONTRACT” or “EFFECTIVE DATE”** shall mean the date of issuance of Notification of Award (NOA)/ Letter of Award (LOA)/ Letter of Intent (LOI) by Employer/ Owner;
- 1.10 **“EMPLOYER” or “OWNER”** Shall mean the Solar Energy Corporation of India Ltd. (SECI), a Company incorporated in India under the Company's Act 2013 having its Registered Office at D-3, 1<sup>st</sup> Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi- 110 017 and shall include its legal representatives, successors and permitted assigns;
- 1.11 **“ENGINEER IN CHARGE (EIC)” or “PROJECT MANAGER”** Shall mean the Engineer/ Officer appointed by SECI or their duly authorized representatives to act in all matters to the Contract on behalf of the OWNER. The EIC or Project Manager shall further provide to the agency(ies), suitable direction, supervision, inspection, scrutiny and approval of some or all the services rendered by the agency(ies) under the Contract and be incharge of the Services for purposes of this Contract;
- 1.12 **“EOI”** shall mean the Expression of Interest document issued by SECI including all attachments, clarifications and amendments thereof vide EOI no. SECI/C&P/EOI/ADVERTISING/042018 dated 03.05.2018;
- 1.13 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013;
- 1.14 **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;

- 1.15 **“LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
- 1.16 **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
- 1.17 **“MONTH”** shall mean calendar month;
- 1.18 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
- 1.19 **“NOTIFICATION OF EMPANELMENT (NOE)” or “LETTER OF EMPANELMENT (LOE)”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder(s) for consideration for empanelment;
- 1.20 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 1.21 **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
- 1.22 **“SECI”** shall mean Solar Energy Corporation of India Limited;
- 1.23 **“SCHEDULED CCOMPLETION DATE” or “SCD”** shall be the date as on 24 (Twenty Four) Months from the Effective Date. *For example, if the Effective Date is 10-06-2018, the SCD shall be 09-06-2020;*
- 1.24 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this EOI to execute the consultancy services as per the terms of NIT;
- 1.25 **“TOE”** shall mean Tender Opening Event.
- 1.26 **“ULTIMATE PARENT”** shall mean a Company, which owns not less than 52% (Fifty One Percent) equity either directly or indirectly in the Parent and Affiliates;
- 1.27 **“WEEK”** shall mean calendar week;



# **SECTION - II**

# **INVITATION FOR BIDS (IFB)**

## INVITATION FOR BIDS (IFB)

### FOR

### EMPANELMENT OF ADVERTISING AGENCIES FOR ADVERTISING AND PUBLICITY WORK OF SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI) UNDER DOMESTIC COMPETITIVE BIDDING

#### (SINGLE STAGE SINGLE ENVELOPE BIDDING)

#### Under e-Tendering

- 1.0 Solar Energy Corporation of India Limited (A Govt. of India Enterprise) incorporated under Companies Act, 2013 (hereinafter referred to as "SECI"/ "OWNER"/ "PURCHASER"/ EMPLOYER") under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of renewable energy technologies in the country. The mandate of SECI allows wide ranging activities to be undertaken with an overall view to facilitate implementation of National Solar Mission (NSM) and achieving the targets set therein.
- 2.0 SECI is having its registered office at D-3, 1<sup>st</sup> Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017.
- 3.0 Being a new and fast growing sector, the various activities being undertaken by SECI needs wider publicity.
- 4.0 SECI therefore invites bids from eligible bidders for the following package on Domestic Competitive Bidding basis under secured e-Tendering procedure for carrying out the advertising and publicity work on behalf of SECI.

Sr. No.	Description
01	Empanelment of Advertising Agencies for Advertising and Publicity Work of Solar Energy Corporation of India Limited (SECI)

- 5.0 This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of EOI documents below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/ or EOI documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of EOI documents.

#### OVERVIEW OF THE EOI

- 6.0 Agencies empanelled by SECI based on this EOI, shall be responsible for carrying out the complete advertising and publicity work of SECI as detailed in this EOI documents.
- 7.0 The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 8.0 Bidders shall submit their bid by strict adherence to this EOI document. Any deviation other than specifically allowed in this EOI document shall be liable for rejection of the bid at the sole discretion of Employer.



## GENERAL

9.0 The complete EOI documents are available at TCIL portal <https://www.tcil-india-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the EOI documents from the portal <https://www.tcil-india-electronictender.com> as per the provisions available therein.

10.0 Interested bidders have to necessarily register themselves on the portal <https://www.tcil-india-electronictender.com> through M/s Telecommunications Consultants India Limited (TCIL), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s TCIL, New Delhi to complete the registration formalities. The address of M/s TCIL is mentioned on the Bid Information Sheet. All required documents and formalities for registering on TCIL are mentioned in the subsequent NIT documents.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.tcil-india-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

11.0 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by Employer for opening the bids. **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, Employer on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

12.0 A Single Stage Single Envelope Bidding Procedure will be adopted and will proceed as detailed in the EOI documents. Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Employer and the Bidder/ Agency shall be governed by the EOI Documents/ Contract signed between the Employer and the Agency for the package.

13.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.

- 14.0 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 15.0 EOI documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of EOI document from Electronic Tender System (ETS) Portal of TCIL to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this EOI shall be uploaded on TCIL website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned TCIL website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, incase of any discrepancy, the information available on TCIL website shall prevail.**
- 16.0 Incase the EOI provides provision for multiple bids by a common bidder, then separate EMD(s) and Bid Processing Fees shall be furnished for all the bids as listed out in the EOI along with the response to EOI. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 17.0 The detailed Qualifying Requirements (QR) are given in Section-IV of EOI documents.
- 18.0 ***Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

## **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## **BID INFORMATION SHEET**

The brief details of the EOI are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Empanelment of Advertising Agencies for Advertising and Publicity Work of Solar Energy Corporation of India Limited (SECI)					
<b>(B)</b>	<b>EOI NO. &amp; DATE</b>	SECI/C&P/EOI/ADVERTISING/042018 dated 03.05.2018					
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>		SINGLE BID SYSTEM	<input type="text" value="Yes"/>	TWO BID SYSTEM	<input type="text"/>
SINGLE BID SYSTEM	<input type="text" value="Yes"/>						
TWO BID SYSTEM	<input type="text"/>						
<b>(D)</b>	<b>TYPE OF EOI/ TENDER</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>		E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>						
MANUAL	<input type="text"/>						
<b>(E)</b>	<b>CONTRACT PERIOD</b>	As mentioned in EOI Documents [Reference Clause No. 8, Section-III, Instructions to Bidders (ITB) of EOI]					
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF EOI DOCUMENT (NON-REFUNDABLE)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> </table> <p>The Eoi document is Free of Cost.</p>		APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="Yes"/>
APPLICABLE	<input type="text"/>						
NOT APPLICABLE	<input type="text" value="Yes"/>						

(G)	<b>DOCUMENT PROCESSING FEE (NON-REFUNDABLE)</b>	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		Amount: INR 15,000/- (Indian Rupees Fifteen Thousand) + 18% GST for each response to EOI, to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of DD/ Pay Order, along with the response to EOI in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi	
(H)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		Amount: INR 100,000/- (Indian Rupees One Lac Only) to be submitted in the form of Bank Guarantee along with each response to the EOI	
(I)	<b>CONTRACT PERFORMANCE SECURITY</b>	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 <sup>st</sup> Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017  <b>17.05.2018 1500 HRS</b>	
(K)	<b>BID-SUBMISSION DEADLINE</b>	<b>31.05.2018 1400 HRS</b>	
(L)	<b>TECHNO-COMMERCIAL BID OPENING</b>	<b>31.05.2018 1500 HRS</b>	
(M)	<b>e-Reverse Auction (e-RA)</b>	NOT APPLICABLE	
(N)	<b>CONTACT DETAILS OF TCIL</b>	M/s Telecommunications Consultants India Limited 6 <sup>th</sup> Floor, TCIL Bhawan, Greater Kailash - 1 New Delhi - 110 048 Contact Person : ETS Support Team Contact No. : 011 26202699 (Multiline) / 26241790 / 26202661 Email : <a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>	

(O)	<b>Name, Designation, Address and other details (For Submission of Response to EOI)</b>	<p>Sh. Sanjay Sharma General Manager (Contracts &amp; Procurement)</p> <p>Sh. Manas Ranjan Mishra Manager (Contracts &amp; Procurement)</p> <p>Solar Energy Corporation of India Limited D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017</p> <p>Contact No. : 011 71989256/ 294 Email : <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></p>
(P)	<b>Details of persons to be contacted in case of any assistance required</b>	<p>1) Sh. Sanjay Sharma General Manager (Contracts &amp; Procurement) Contact No.: 011 71989256</p> <p>2) Sh. Manas Ranjan Mishra Manager (Contracts &amp; Procurement) Contact No.: 011 71989294</p> <p>3) Sh. Sunil/ Sh. Kartik Senior Engineer (Contracts &amp; Procurement) Contact No.: 011 71989264</p>

- 1.0 Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the EOI document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the EOI documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to participate in this EOI, may download the complete EOI document along with its amendment(s) if any from ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>) and/ or SECI website ([www.seci.co.in](http://www.seci.co.in)) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the EOI document through the websites <https://www.tcil-india-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.co.in](http://www.seci.co.in) and the details only will be available from <https://www.tcil-india-electronictender.com>



## **SECTION - III**

# **INSTRUCTIONS TO BIDDERS (ITB)**

## Preamble

This part (Section - III) of the EOI documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://www.tcil-india-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in EOI and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Agencies shall be governed by the EOI Documents/ Contracts signed between the Employer/ Owner and the Agency for the respective package(s). The provisions of EOI Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - III and the EOI documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

## 1 **OBTAINING EOI DOCUMENTS**

The EOI document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronictender.com>. A copy of the same is also available at [www.seci.co.in](http://www.seci.co.in).

**Note:** Interested bidders have to download the official copy of EOI & other documents after login into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure - D). The bidder shall only be eligible to submit/ upload the bid document only after logging into the TCIL portal and downloading the official copy of EOI.

## 2 **COST OF BIDDING AND BID PROCESSING FEES**

- 2.1 The bidder shall bear all costs associated with the preparation and submission of the bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Employer/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 2.2 A non- refundable, Bid Processing Fee, if applicable, is to be submitted either through NEFT/ RTGS transfer in the account of SECI, or in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Bid Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - II (Invitation for Bids, IFB). Bids submitted without payment of requisite Bid Processing Fee will be treated as non-responsive and shall be liable for rejection. The bank details of Employer/ Owner is available under Financial tab at website [www.seci.co.in](http://www.seci.co.in)
- 2.3 **The Bid Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar Category only.**
- 2.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the bid processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the bid processing fee shall be retained by Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner.
- 2.5 In the event of the particular EOI being cancelled, the bid processing fee will be refunded to the concerned bidders without any interest charge within 30 days from the date of notification of cancellation of EOI. No further plea in this regard shall be entertained by the Employer/ Owner.

## 3 **EMPANELMENT CONDITIONS**

- 3.1 Empanelment of advertising agencies through this EOI shall be for a period of 02 (Two) Years from the date of issuance of Notification of Empanelment (NOE)/ Letter of Empanelment (LOE). On completion of 02 (Two) Years of successful empanelment, the same may be extended/ renewed for further period of 01 (One) Year by Employer/ Owner based on the satisfactory performance of the agency during the empanelment period at its sole discretion.
- 3.2 At this stage, Employer/ Owner will be empaneling **maximum 10 (Ten) numbers of** Techno Commercially qualified advertising agencies based on their techno-commercial credentials

EMPANELMENT OF ADVERTISING AGENCIES	EOI No. <u>SECI/C&amp;P/EOI/ADVERTISING/042018</u>	Page 16 of 75	Signature of Bidder
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as submitted for the period as specified in the EOI document. After empanelment of the advertisement agencies, Employer/ Owner intends to execute the advertisement and publicity work from the empaneled agencies only wherein the empaneled agencies will be allocated the work based on the rotational basis/ quotation basis/ L1 basis derived for a specific advertisement/ publicity. Against the empanelment of the advertisement agencies, Employer/ Owner will call for a price quotation from all the empaneled agency(ies) based on a particular advertisement/ publicity requirement as per rate card of the respective Media House. At this stage, there will be only technical empanelment of the agencies with Employer/ Owner & no price bids are to be submitted.

- 3.3 The bidder is advised to obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the required job. The costs of the same shall be borne by the bidder.
- 3.4 The bidder shall not be entitled to hold any claim against Employer/ Owner for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the bidder to obtain all the necessary information with regard to scope of work, surrounding, working conditions etc. on its own before submission of the bid.

#### **4 PACKAGE SCOPE**

Under this EOI, applications are invited from well reputed and experienced agencies/ firms/ service providers based in India having adequate experience and professional expertise in the field of advertisement and publicity for empanelment as per details outlined in scope of work. The scope of work includes but not limited to the following: -

1. Preparation of Art Work/ Tender Notice for different advertisement campaigns and release the same in Print Media.
2. Preparation of Plans for different advertising campaigns from time to time.
3. Release of advertisement in Electronic/ Print Media.
4. Preparation of Media Plan for Print & Electronic Media.
5. Artwork for Hoardings, Banners, Posters & Designs of all other outdoor media advertisement.
6. Artwork for leaflets, magazines, Annual Reports and Souvenirs etc.
7. Organizing events, exhibitions, brand building exercise whenever required.
8. Publication of Advertisements (Tender, EOIs, Auction Calls/ Employment Notices etc.) and any other publication of such nature as required by the Employer/ Owner by observing the time line.
9. Organizing events like trade fairs, expos, exhibitions & related jobs at negotiated price.
10. Ensure publication of press releases of Employer/ Owner (Free of Cost) in the News Papers as and when required.
11. Organizing Press Conference for Employer/ Owner as and when required.
12. Any other work related to Publicity and Corporate Communication of Employer/ Owner.

The agency shall deploy a stable task force of well qualified and experiences executives for this work. The manpower proposed to be deployed for this task shall be guaranteed by bidder in his offer discipline wise and category wise required for execution of services included under the scope of the specification.

The agency shall depute an executive to act as full-time overall coordinator and focal point for all interactions with Employer/ Owner throughout the period of empanelment.

The detailed scope of work is mentioned in Section-VI of EOI document.

**The Employer/ Owner reserves the right to increase/ decrease the scope of work at its sole discretion on case to case basis.**

## **5 EARNEST MONEY DEPOSIT (EMD)**

- 5.1 Earnest Money Deposit (EMD) of INR 100,000/- (Indian Rupees One Lacs Only) in the form of Bank Guarantee according to Format 5.3A and valid for 03 (Three) months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company.
- 5.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to EOI. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- 5.3 After the bidding process is over, Employer/ Owner shall release the Bank Guarantees towards EMD of the unsuccessful bidders within 30 (Thirty) days after the issuance of NOE/ LOE. The EMD of successful bidders shall be released after receipt of Performance Bank Guarantee (PBG), validation and receipt of confirmation from the issuing Bank.
- 5.4 **The Earnest Money Deposit (EMD) is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar Category only.**

## **6 PERFORMANCE BANK GUARANTEE (PBG)/ EMPANELMENT BOND**

- 6.1 Bidders selected by SECI based on this EOI shall submit Performance Guarantee for a value of INR 200,000/- (Indian Rupees Two Lacs Only) within 30 days of issuance of Notification of Empanelment (NOE). It may be noted that successful bidders shall submit the Performance Guarantee according to the Format 5.3B with an initial validity period of 24 (Twenty Four) months from the effective date of the issuance of NOE. The PBG shall be kept valid upto the date of expiry of empanelment and shall be renewed by the successful bidder upon request by Employer/ Owner. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by the Employer to the successful Bidder. Non-submission of PBG within the above timelines shall be treated as follows:
  - a. Delay upto 01 (One) Month from due date of submission of PBG: Delay charges @ 1% of the PBG amount per month levied on per day basis shall be paid by the Bidder to Employer in addition to the PBG amount.
  - b. Delay beyond 01 (One) Month from the due date of submission of PBG: The BG against EMD submitted by the Bidder shall be encashed by Employer and the Empanelment shall stand terminated.

For the purpose of calculation of the above delay charges, 'Month' shall be considered as a period of 30 days.

- 6.3 The agency shall furnish the Performance Bank Guarantee (PBG) from any of the Banks listed at Annexure-C of EOI documents to Employer/ Owner. Performance Bank Guarantees (PBGs) issued by foreign branch of a bank from bank list given in Annexure-C of EOI documents is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

- 6.4 The format of the Bank Guarantees prescribed in the Formats 5.3 A (EMD) and 5.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid.
- 6.5 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 6.6 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 6.7 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 6.8 The PBG of successful bidder/ agencies shall be returned to them, immediately after successful completion of the entire empanelment period.

## **7 FORFEITURE OF EMD**

The BG towards EMD shall be encashed by Employer in following cases

- 7.1 If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- 7.2 In case, Employer/ Owner issues NOE/ LOE to the Selected Bidder and if the Selected Bidder does not submit acceptance within the stipulated time period;
- 7.3 If after issuance of NOE/ LOE, it is found that the documents furnished by the bidders as part of response to EOI are misleading or misrepresented in any way;
- 7.4 If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No. 6, Section-III, Instructions to Bidders (ITB) of EOI documents;

## **8 DURATION OF RMPANELMENT**

Empanelment of advertising agencies through this EOI shall be for a period of 02 (Two) Years from the date of issuance of Notification of Empanelment (NOE)/ Letter of Empanelment (LOE). On completion of 02 (Two) Years of successful empanelment, the same may be extended/ renewed for further period of 01 (One) Year by Employer/ Owner based on the satisfactory performance of the agency during the empanelment period at its sole discretion.

## **9 FINAL ACCEPTANCE**

Final Acceptance shall be the date on which the completion certificate is issued upon successful completion of the entire empanelment period. The Employer/ Owner shall issue a completion certificate to the consultant and the PBG shall be released promptly by the Employer.

## **10 STRUCTURING OF THE BID SELECTION PROCESS**

- 10.1 "Single Stage, Single Envelope" bidding has been envisaged under this EOI. Bidders have to submit the Techno-Commercial Bid (Envelope-I) in response to this EOI online. The

preparation of bid proposal has to be in the manner described in Clause No. 11, Section-III, Instructions to Bidders (ITB) of EOI documents.

## 11 **INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO EOI**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to EOI.

Detailed Instructions to be followed by the bidders for online submission of response to EOI are stated at Annexure - D.

Submission of bid proposals by Bidders in response to EOI shall be in the manner described below:

### I. **Hard Copy**

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of EOI, the EOI No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

The bidding envelope shall contain a sticker as described under Clause No. 20.2 of Section-III, Instructions to Bidders (ITB) of EOI documents.

- (a) Original Non-Refundable Bid Processing Fee as per clause no. 02 of ITB
- (b) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per Format 5.1
- (d) EMD in original as per Clause 05 of ITB as per Format 5.3A or as prescribed.
- (e) Shareholding Certificate (as per Format 5.9)
- (i) Power of Attorney for authorized signatory in non-judicial stamp paper (as per Format 5.8)
- (j) Copy of Board Resolution as per Format 5.4
- (k) The Pass-Phrase to decrypt the Bid-Part in sealed envelope before the start date and time of the Tender Opening Event (TOE)
- (l) Any Additional document as specified in Bidding Data Sheet (BDS).

**Bidder shall also upload the scanned copies of all the above mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.**

### II. **Soft Copy**

Soft copy of the bid shall comprise of following documents to be uploaded on the TCIL portal <https://www.tcil-india-electronictender.com> as per provisions therein.

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- II. Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.

- III. A brief Presentation indicating Company Profile, Concept (Series of 05 Creatives on the theme of "Future of Solar Energy"), Work Experience and Resource Details
- IV. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA)
- V. 'Bidder's General Information', as per Format 5.2.
- VI. 'No Deviation Confirmation', as per Format 5.5
- VII. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per Format 5.6
- VIII. E-Banking Format (as per Format 5.10)
- IX. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- X. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format 5.7
- XI. Document showing Financial Situation Information as sought in enclosed Format 5.7
- XII. EOI Document. (Only First and Last Pages of Original EOI Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to EOI Documents duly sealed and signed/ digitally signed by the Authorized Signatory).
- XIII. Any Additional document as specified in Bidding Data Sheet (BDS).

**12 SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES**

**NOT APPLICABLE**

**13 GOODS & SERVICE TAX (GST)**

The agency shall mandatorily obtain the registration under GST Law at Central level and/ or in respective State as may be required. Further, the agency shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the agency, Employer/ Owner shall ensure that the agency has complied with all the required statutory requirements under GST. Employer/ Owner shall not be responsible for any delay in payment release to the agency in case the GST compliance is not fulfilled from the consultant side in any manner.

The agency shall be responsible to comply with all the requirements of applicable provisions of GST. Agency has to mandatorily get registered under GST at Central and relevant State(s).

Agency shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Employer/ Owner is not able to take Input Tax Credit (ITC)/ CENVAT benefit of the taxes due to fault of the consultant, Employer/ Owner shall be constrained to deduct the amount from the payments to be made to the agency or recover the same in any other manner.

13.1 Bidders are required to submit a copy of the GST Registration Certificate while submitting the bids.

13.2 The responsibility of payment of GST lies with the agency only. Agency providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Consultant
- (b) Name & Address of the Employer/ Owner receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount, if any.
- (e) HSN code of the Goods/Services.

Payments to agency for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

13.3 In case CBIC (Central Board of Indirect Taxes) brings to the notice of Employer/ Owner that the agency has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that agency shall be removed from the empanelment and may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.

13.4 In case of statutory variation in GST during currency of the Contract, the agency shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST/ Statutory variation in GST, should be raised within 01 (One) Month from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted:

- a) Any increase in the rate of non-cenvatable GST beyond the contractual completion period shall be to agencies account whereas any decrease in the rate shall be passed on to the Employer/ Owner.
- b) The base date for the purpose of applying statutory variation shall be the last date of submission of bids.

**13.5 Where the Employer/ Owner is entitled to avail/ take the CENVAT credit of GST:**

13.5.1 Owner/ Employer will reimburse the GST to the agency at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Employer to claim cenvat credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

**13.6 Where the Employer/ Owner is not entitled to avail/ take the CENVAT credit of GST:**

13.6.1 Owner/ Employer will reimburse the GST to the consultant at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

13.7 The agency shall ensure timely submission of correct invoice(s) with all supporting document(s) within a period specified in NOE/ LOE to enable Employer/ Owner to avail CENVAT credit, if applicable.

If CENVAT credit with respect to GST is not available to Employer/ Owner for any reason which is not attributable to Employer/ Owner, then Employer/ Owner shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) or shall be entitled to deduct/ setoff/ recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer/ Owner to the consultant.

13.8 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be.

**14 BID CURRENCIES:**

**NOT APPLICABLE**

**15 BID VALIDITY PERIOD**

15.1 Bids shall be kept valid for period of 03 (Three) months from the last date of submission of bids. A bid valid for a shorter period may be rejected by Employer/ Owner as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer/ Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiture of his 'EMD'. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with Clause No. of 05, Section-III, Instructions to Bidders (ITB) of EOI documents in all respects.



**Note:** In case of extension(s) of last due date of the bid submission, the latest extension issued shall be considered as the final due date of bid submission and accordingly the bid validity period should be calculated and sufficed. The validity of the bid need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial bid submission deadline.

## **16 PRE-BID MEETING**

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - II, Invitation for Bids (IFB) of EOI documents. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on TCIL/ SECI website against the EOI. Any modification of the Contents of EOI documents listed in, which may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer/ Owner exclusively through the issue of an Addendum/ Corrigendum, and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## **17 FORMAT AND SIGNING OF BID**

- 17.1 The First and Last Pages of original EOI documents including amendments, clarifications if any shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature

## **18 ZERO DEVIATION AND REJECTION CRITERIA**

- 18.1 **ZERO DEVIATION :** Deviation to terms and conditions of EOI documents may lead to rejection of bid. Employer/ Owner will accept bids based on terms & conditions of EOI documents only. Bidder may note Employer/ Owner will determine the substantial responsiveness of each bid to the EOI documents pursuant to provision contained in Clause No. 28 of Section-III, Instructions to Bidders (ITB). For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the EOI documents without deviations or reservations. Employer's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Employer/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.



18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- (b) Bid Processing Fees and Earnest Money Deposit
- (c) Tender Document Fees, if applicable
- (d) Specifications & Scope of Work
- (e) Duration/ Period of Contract
- (f) Period of Validity of Bid
- (g) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (h) Force Majeure & Applicable Laws
- (i) Any other condition specifically mentioned in the EOI document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of EOI document.

## 19 **E-PAYMENT**

Employer/ Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format 5.10 in Section-V, Sample Forms and Formats of the EOI documents.

The payment under the contract shall be released subject to fulfilment of following conditions: -

1. The advertising agency shall charge DAVP approved rates/ commercial rates as applicable on that date to the advertisement being published. The advertising agency will obtain written approval/ approved media estimate from Employer/ Owner in advance prior to publication of the advertisement.
2. The advertising agency must submit two tear sheets (English and Hindi) of published advertisement within 03 (Three) days of publication to Employer/ Owner.
3. The advertising agency will prepare bill/ invoice (inline with clause no. 13.2, Section-III, ITB) along with tear sheet of newspaper containing published advertisement and will be solely responsible for raising correct advertisement bills in all respect.
4. All bills/ invoices shall be addressed to the Employer/ Owner (address to be mentioned in the NOE/ LOE). The payment shall be made proactively within 30 days of receipt along with all the supporting documents.
5. No separate payment shall be made for generating creative option, translation of material from English to Hindi or to any other Indian Language.
6. All the payments being released to respective newspapers must be sent positively on or before due date as per INS guidelines.
7. The empanelled agencies shall deal in all matters with the newspapers at their level with respect to payments and Employer/ Owner will have no liability and/ or responsibility in this regard.
8. A penalty of 25% of the total invoice value (excluding taxes and duties) shall be levied in case of delay in release of advertisement or if the work is not performed as per the requirement of Employer/ Owner.

The agency shall submit his bill alongwith full description about service provided and get it certified from the authorized representative of the Employer/ Owner.

The agency shall not claim payment against pending services or incomplete stages of work.

In case only a part of the assignment is continued beyond any stage, no further payment shall be made to the agency for the part not executed. Further payments shall be released proportionate to the part continued beyond the above stage.

## 20 SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 20.2 Hard Copies (Specific documents only) as mentioned in clause no. 11.I of Section - III, Instructions to Bidders (ITB) of the EOI document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker

Offline Bid Document for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI"	
Tender Document No.	SECI/C&P/EOI/ADVERTISING/042018
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 <sup>st</sup> Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017

- 20.3 All the bids shall be addressed to the Employer at address specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).
- 20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

## 21 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).
- 21.2 The hard copies of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - II, Invitation for Bids (IFB).
- 21.3 Employer/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Employer/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website [www.seci.co.in](http://www.seci.co.in).

## 22 LATE BIDS

- 22.1 Any bids received after the notified date and time of closing of EOI will be treated as late bids.

22.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the EOI document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

## 23 **MODIFICATION AND WITHDRAWAL OF BIDS**

23.1 Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per EOI document.

23.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD pursuant to clause 7 of ITB and rejection of bid.

23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

23.5 In case after bid opening the evaluated bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Employer shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Employer/ Owner after following the due procedure.

## 24 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Employer/ Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Employer's/ Owner's action. However, bidder if so desire may seek the reason (in writing) for rejection of their bid to which Employer/ Owner shall respond quickly.

## 25 **BID OPENING**

As the case may be, Employer will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet under Section-II, Invitation for Bids (IFB). The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the

presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Employer/ Owner.

## 26 **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the empanelment, shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's/ Owner's processing of bids or empanelment decisions may result in the rejection of the bidder's bid and action shall be initiated as per procedure in this regard.

## 27 **CONTACTING THE EMPLOYER/ OWNER**

27.1 From the time of bid opening to the time of empanelment, if any bidder wishes to contact the Employer/ Owner on any matter related to the bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for empanelment shall not be disclosed.

27.2 Any effort by the bidder to influence the Employer/ Owner in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Empanelment' decisions may result in the rejection of the bidder's bid and action shall be initiated as per procedure in this regard.

## 28 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

28.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each bid: -

- (a) Meets the "Bid Evaluation Criteria" of the EOI documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money Deposit' and 'Bid Processing Fees', if applicable
- (d) Is substantially responsive to the requirements of the EOI Documents; and
- (e) Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness pursuant to Clause No. 28.2 of Section-III, Instructions to Bidders (ITB).

28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the EOI documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the EOI documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the EOI documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the EOI document.

28.3 A material deviation, reservation or omission is one that,

- a) If accepted would,

- i) Affect in any substantial way the scope, quality, or performance of the job as specified in EOI documents.
- ii) Limit, in any substantial way, inconsistent with the EOI Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

28.5 If a bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

## 29 CORRECTION OF ERRORS

**NOT APPLICABLE**

## 30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

**NOT APPLICABLE**

## 31 EVALUATION OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned below and as per Annexure-E. The Employer shall only use the criteria and methodology indicated in the NIT documents. No other criteria/ methodology shall be permitted.

### 31.1 **Evaluation of Techno - Commercial Part (First Envelope)**

The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the EOI documents.

The evaluation shall be carried out by an evaluation committee in order to ensure the compliance to the eligibility criteria set forth in the EOI document followed by assessment of capacity to do quality work. The bidder(s) have to demonstrate and explain the presentation (already submitted during bid submission stage) to the evaluation committee of the Employer/ Owner during evaluation stage. The date for demonstration of presentation shall be intimated to the prospective bidders at least in 03 (Three) days advance notice. The said presentation should contain the brief details of the company profile including a series of 05 creatives on the theme of "Future of Solar Energy" and also details of projects executed by the prospective bidder(s) as submitted during bid submission stage. No changes are permitted on the submitted proposals during bid submission stage vs. demonstration during evaluation stage. In case of any changes reported, the bid shall be considered as non-responsive and liable for rejection. The evaluation committee shall assess the presentation and give suitable marks to each of the bidder(s) based on their

**presentation. The evaluation committee may visit the premises of the prospective bidder(s) at its sole discretion.**

**The evaluation committee will adopt a Quality based Selection (QBS) approach for evaluating the bids.**

In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to Clause No. 11 of Section-III, Instructions to Bidders (ITB) and other requirements in the EOI documents, taking into account the following factors

- a. overall completeness and compliance with the Scope of Work to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- b. any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- c. any deviations to the commercial and contractual provisions stipulated in the EOI Documents.
- d. details furnished by the bidder in response to the requirements specified in the EOI Documents.
- e. The Employer will ascertain to its satisfaction whether agencies determined as having submitted responsive Proposal are qualified to satisfactorily perform the contract.
- f. Qualification of agencies will be based on meeting the minimum pass/ fail criteria specified at Section - IV, Qualifying Requirements (QR) of EOI document regarding the agencies technical experience and financial position as demonstrated by the agencies responses in the corresponding Bid Schedules.
- g. The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package. This assessment shall inter-alia include (i) document verification, (ii) Agencies works, (iii) details of work executed, (iv) details of machinery, facilities, manpower and financial resources, (v) past experience.
- h. The determination will be based upon an examination of the documentary evidence of the Agencies qualifications submitted by the Agency, as well as such other information as the Employer deems necessary and appropriate.

After evaluation of the Bids i.e. Bid Proposal & Qualifying Requirement Data of all the bidders who have submitted their proposal for EOI document, the Employer/ Owner will

- a) intimate the further course of action regarding empanelment to all the qualified bidders; and
- b) intimate the rejection criteria to the remaining disqualified bidders.

## **32 NOTIFICATION OF EMPANELMENT/ LETTER OF EMPANELMENT**

- 32.1 Prior to the expiry of 'Period of Bid Validity', Employer/ Owner will notify the successful bidder in writing, in the form of "Notification of Empanelment (NOE)"/ "Letter of Empanelment



(LOE)" through e-mail/ courier/ registered post, that his bid has been accepted. The notification of empanelment will constitute the formation of the Contract.

- 32.2 Contract Period shall commence from the date of "Notification of Empanelment"/ "Letter of Empanelment" or as mentioned in the Notification of Empanelment / Letter of Empanelment. The "Notification of Empanelment"/ "Letter of Empanelment" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause No. 33 of Section-III, Instructions to Bidders (ITB).
- 32.3 The "Notification of Empanelment (NOE)"/ "Letter of Empanelment (LOE)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 10 (Ten) days from the date of its issuance.
- 32.4 Incase the successful bidder fails to acknowledge the acceptance of "Notification of Empanelment (NOE)"/ "Letter of Empanelment (LOE)" as mentioned above vide clause no. 32.3, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed.
- 32.5 In case of Non-response/ acceptance to the NOE or CA or non-submission of timely Performance Security by the successful bidder, Employer/ Owner at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the other Techno commercially successful bidders thereby forfeiting the EMD of the nominated successful bidder.

### **33 CONTRACT AGREEMENT**

- 33.1 The successful Bidder/ Agency shall be required to execute the 'Contract Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Agency] and of 'state' New Delhi only, within '30 [Thirty] days' of issuance of the "Notification of Empanelment [NOE]"/ "Letter of Empanelment [LOE].
- 33.2 Incase the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 33.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.
- 33.3 In case of Non-response/ acceptance to the NOE or CA or non-submission of timely Performance Security by the successful bidder, Employer/ Owner at its sole discretion may take appropriate actions by annulling the entire Tendering process & further can successfully execute the Tender by allocating the subject work to the other Techno commercially successful bidders thereby forfeiting the EMD of the nominated successful bidder.

### **34 DEFECT LIABILITY PERIOD**

- 34.1 The Defect Liability Period (DLP) of the project shall be 12 (Twelve) months from the date of final acceptance by the Employer/ Owner.
- 34.2 During any period including Defects Liability Period, if it is found that certain risk or damage or loss has occurred due to the defective execution of the work, delay in execution of assignment, non-compliance of the instructions pertaining to the assigned work, negligence in execution of work or errors in execution of work etc., Employer/ Owner will be entitled to recover the amount of such loss from the agency by encashing the Performance Bank Guarantee submitted by him as above.



- 34.3 The agency shall be liable and responsible for the correctness and accuracy of the data, designs, advertisement, publicity or any other recommendations executed by them. Should any inadequacy or discrepancy be observed in the work performed by the agency and the documents prepared by them prior to the final acceptance by Employer/ Owner of the work performed by them including Defect Liability Period, the agency shall at his own initiative and cost perform all such services and other services as may be necessary to remedy the said defect or inadequacy. The agency shall also indemnify and keep Employer/ Owner indemnified against losses and damages suffered by Employer/ Owner arising directly out of any negligence, omission or default on the part of agency.
- 34.4 The agency shall indemnify Employer/ Owner against any payments to be made under and for observance of the various Regulations and Acts as framed by the Government of India from time to time without prejudice to his right to claim indemnity from his sub-consultants.

### **35 FORCE MAJEURE**

#### **35.1 Conditions for Force Majeure**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the Contractor. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

#### **35.2 Outbreak of War**

- 35.2.1 If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the Contractor shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 35.2.2 If the Contract shall be terminated under the provisions of the above clause, the consultant shall with all reasonable diligence remove from the Site all the consultant's equipment and shall give similar facilities to his sub-consultants to do so.

**36 TERMINATION**

- 36.1 In the event of Employer/ Owner not satisfied with the work done by the agency, Employer/ Owner shall give immediate notice in writing to rectify the defects and/ or to complete the work. If Employer/ Owner is not satisfied with reply of aforesaid notice, Employer/ Owner can terminate this Agreement and the consultant shall be liable to pay damages which shall be calculated by Employer/ Owner or professional expert of Employer/ Owner.
- 36.2 In the event of the agency through death or incapacity is unable to provide the services the empanelment shall thereby be terminated.
- 36.3 In the event of the agencies firm closing its business, the empanelment shall be thereby terminated and Employer/ Owner shall have the power to employ any other agency to complete the work irrespective of settling of dues of the agency by the Employer/ Owner.
- 36.4 The termination of the empanelment of the agency shall be without prejudice to the accrued rights and remedies of Employer/ Owner.

**37 LAWS GOVERNING THE CONTRACT/ JURISDICTION**

- 37.1 This Contract shall be governed by the Indian Laws for the time being in force.
- 37.2 The Courts at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Contract.



# **SECTION - IV**

## **QUALIFYING REQUIREMENTS FOR BIDDERS (QR)**

Qualification of the bidder(s) will be based on meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid documents.

#### **A GENERAL ELIGIBILITY CRITERIA**

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Government owned Enterprises who are registered/ incorporated in India and engaged in the business of advertising/ publicity, barring Government Department as well as those firms against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.

**The Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar Category only.**

**Bidding by Consortium/ Joint Venture is not allowed.**

- A.1 The bidder should have experience of at least 10 (Ten) years in Advertising and Mass Communication.
- A.2 The bidder should have accreditation of Indian Newspaper Society (INS) for not less than 05 (Five) years without any break as on last date of bid submission. A certificate from INS along with accreditation certificate must be attached. Provisional accreditation will not be accepted.
- A.3 The bidder should have accreditation/ registration with Prasar Bharti/ Doordarshan/ All India Radio for not less than last 5 (Five) years as on date of last date of submission of bids. A Certificate from Prasar Bharti/ Doordarshan/ All India Radio must be attached (Issued within last 06 months as on date of last date of submission of bids).
- A.4 The agency should have empanelment with Directorate of Advertising and Visual Publicity (DAVP) for not less than 05 (Five) years without any break as on last date of bid submission. A self-certified copy of empanelment letter issued by DAVP must be attached.
- A.5 The agency must have full-fledged office established in city of New Delhi/ NCR as notified by the Government and must be in an area/ building authorized for running advertising agency. A self-declaration certificate along with proof of address (Landline Telephone Bill/ Electricity Bill/ Registered Rent Agreement or Lease Deed) must be attached.

#### **B TECHNICAL ELIGIBILITY CRITERIA**

- B.1 The bidder should have worked with minimum 10 (Ten) Government & PSU clients in last 05 (Five) years as on last date of submission of bids. The bidder is advised to submit

documentary proof for all the clients including Government/ PSU clients for which they have worked in last 05 (Five) years as on last date of submission of bids.

- B.2 The bidder should have a team of more than 10 professional for Creative designing in advertising. Documentary proof along with bio-data of the working professionals to be submitted along with the bid.
- B.3 The bidder should have satisfactorily completed at least 03 (Three) assignments of documentary films. A satisfactory completion certificate from client along with copies of work order must be attached.

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package. This assessment shall inter-alia include (i) document verification, (ii) bidder's works, (iii) details of work executed, (iv) details of facilities, manpower and financial resources, (v) past experience.

### C FINANCIAL ELIGIBILITY CRITERIA

- C.1 The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2014-2015, 2015-2016 and 2016-17 as the case may be) should be **INR 2,000,000/- (Indian Rupees Twenty Lacs only). MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding non-recurring income, e.g. sale of fixed assets. Other income shall not be considered for arriving at annual turnover.** This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by registered CA should be compulsorily enclosed along with corresponding annual accounts.
- C.2 The Net-Worth of the bidder as on last day of preceeding financial year should be positive. The Net-Worth shall be calculated as per Companies Act'2013.
- a. In case the bidder is a holding company, the financial position criteria referred to in clause C.1 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, financial position criteria referred to in clause C.1 above shall be of that subsidiary company only (i.e. excluding its holding company).
  - b. The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
  - c. In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents for substantiation of its qualification.
    - i. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
    - ii. A Certificate from the Director of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company
  - d. In case where audited results for the last preceeding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also

be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company.

- e. In case, the bidder is subsidiary of a holding company, bidder has to submit a board resolution of the holding company indicating that "holding company shall support the bidder financially or otherwise, to execute the project successfully".
- f. Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by Authorized Signatory and the Statutory Auditor/ Practicing Chartered Accountant of the Bidding Company in support of their financial capability.
- g. The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above mentioned Financial Eligibility Criteria:
  - i. "Details of Financial capability of Bidder" as per format 5.7 duly signed and stamped by a Chartered Accountant
  - ii. "Shareholding Certificate" as per format 5.9 duly signed and stamped by a Chartered Accountant.
  - iii. Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Criteria. In case of tenders having the bid due date up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid due date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

Copy of audited annual financial statements shall necessarily be attested by Notary Public with legible stamp.

The bidder shall furnish documentary evidence in support of qualification requirement stipulated above.

Employer/ Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.



## **SECTION - V**

# **SAMPLE FORMS & FORMATS FOR BID SUBMISSION**

### **FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the NIT. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - IV and other submission requirements specified in the NIT

- i) Format of Covering Letter (Format 5.1)
- ii) Format for Bidder's General Information (Format 5.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 5.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 5.3 B)
- v) Format for Board Resolutions (Format 5.4)
- vi) Format for No Deviation Confirmation (Format 5.5)
- vii) Format for Declaration regarding Banning and Liquidation, Court Receivership etc. (Format 5.6)
- viii) Format for Chartered Accountant Certificate for Financial Capability of the Bidder (Format 5.7)
- ix) Format for Power of Attorney (Format 5.8)
- x) Format for Shareholding Certificate (Format 5.9)
- xi) E-Banking Format (Format 5.10)
- xii) Format for submission of Financial Bid (Format 5.11) - **NOT APPLICABLE**
- xiii) Check List for Bank Guarantees (Annexure-B)
- xiv) List of Banks (Annexure-C)
- xv) Special Instructions to Bidders for e-Tendering (Annexure-D)



**Format 5.1**

**COVERING LETTER**

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Bidding Company*)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
D - 3, 1<sup>st</sup> Floor, Wing - A, Religare Building  
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI" against EOI Number SECI/C&P/EOI/ADVERTISING/042018

Dear Sir / Madam,

1. We, the undersigned.... [*insert name of the 'Bidder'*] having read, examined and understood in detail the EOI document for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI" hereby submit our Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid EOI.

2. We give our unconditional acceptance to the EOI, dated..... and EOI documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the EOI documents, the same have been digitally signed by us and enclosed to the Bid. We shall ensure that we execute Contract Agreement as per the provisions of the EOI and provisions of such Contract Agreement and EOI documents shall be binding on us.

3. Bid Capacity

We have bid for the entire scope of work mentioned in the EOI document.

4. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from ..... (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including ..... in terms of Clause ..... of this EOI.

EMPALEMENT OF ADVERTISING AGENCIES	EOI No. <u>SECI/C&amp;P/EOI/ADVERTISING/042018</u>	Page 41 of 75	<u>Signature of Bidder</u>
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5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format 5.3A from ..... (*Insert name of Bank providing BG*) and valid up to and including ..... in terms of Clause No. 5, Section-III of this EOI.

6. We have submitted our Bid strictly as per this EOI, without any deviations, conditions and without mentioning any assumptions or notes for the Bid in the said format(s).

7. In case we are a Successful Bidder, we shall furnish requisite Performance Bank Guarantee in terms of Clause No. 6, Section-III of this EOI.

8. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

9. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the contract, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

Name : .....  
Designation : .....  
Company : .....  
Address : .....  
Phone Nos. : .....  
Fax Nos. : .....  
E-mail address : .....

11. We are enclosing herewith the Envelope (Covering Letter, Bid Processing Fees, EMD etc. through Offline and Online, Techno-Commercial documents through online (as per clause no. 11.1 of Section - III, ITB) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the EOI for your consideration as per clause no. 11.0 of Section - III, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the EOI and subsequent communications from Solar Energy Corporation of India Limited. The

information submitted in our Bid is complete, strictly as per the requirements stipulated in the EOI and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in EOI from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

**Format 5.2**

**BIDDER'S GENERAL INFORMATION**

**(To be submitted on the Letter Head of the Bidding Company)**

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Status of the Bidder	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/ No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	<i>(Copy of PAN Card to be enclosed)</i>
16	GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
17	GSTN Address	
18	PF Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
19	ESI Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
20	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No <i>(If answer is YES, please provide details)</i>
21	Reference of any document information attached by the Bidder other than specified in the EOI.	
22	Bidding company is listed in India	Yes/ No

Sr. No.	Description	Remarks
23	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below)	
24	Whether company is MSME as on the bidding date	Yes/ No

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory)

**With Stamp**

**Format 5.3A**

**FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)*

Bank Guarantee No.: .....

Date: .....

To:

Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
D - 3, 1<sup>st</sup> Floor, Wing - A, Religare Building  
District Centre, Saket, New Delhi - 110 017

WHEREAS M/s. .... (*Insert name of bidder*) ..... having its Registered/ Head Office at .... (*Insert address of the bidder*) ..... (Hereinafter called "the bidder") has submitted its bid for the performance of the Contract for ..... (*insert name of the Package*) ..... under ..... (*insert EOI No*) ..... (Hereinafter called "the bid")

KNOW ALL PERSONS by these present that WE ..... (*insert name & address of the issuing bank*) ..... having its Registered/ Head Office at ..... (*insert address of registered office of the bank*) ..... (hereinafter called "the Bank"), are bound unto Solar Energy Corporation of India Limited (SECI) (hereinafter called "the Employer") in the sum of ..... (*insert amount of Bid Security in figures & words*) ..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws/ varies its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/ or accept the withdrawals/ rectifications pursuant to the declaration/ confirmation made by him; or
- (3) In the case of a successful Bidder, if the Bidder fails within the specified time limit
  - (i) To sign the Contract Agreement, in accordance with EOI;
  - or
  - (ii) To furnish the required Contract Performance Security, in accordance with EOI;
  - or
- (4) In any other case specifically provided for in EOI.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ..... (*insert date of validity as per Tender documents*) ....., and any demand in respect thereof must reach the Bank not later than the above date.

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (*value in figures*) \_\_\_\_\_ [*value in words*] \_\_\_\_\_.
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (*validity date*) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (*validity date*) \_\_\_\_\_

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Format 5.3B**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**  
**(PBG)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)*

Bank Guarantee No.: .....

Date: .....

NOA/ Contract No.....

..... [Name of Contract] .....

To:

Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
D - 3, 1<sup>st</sup> Floor, Wing - A, Religare Building  
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract")

signed on .....(insert date of the Contract) ..... between you and M/s ..... (Name of Contractor) .....,

(or)

vide notification of award issued on ..... (insert date of the notification of award) .... by you to M/s ..... (Name of Contractor) ..... having its Principal place of business at ..... (Address of Contractor) ..... and Registered Office at ..... (Registered address of Contractor) ..... ("the Contractor") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package alongwith name of the Project) .....

By this Bank Guarantee, we, the undersigned, ..... (insert name & address of the issuing bank) ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/ Head Office at ..... (insert address of registered office of the bank) ..... do hereby irrevocably guarantee payment to you up to INR 200,000/- (Indian Rupees Two Lacs Only), upto and inclusive of ..... (dd/mm/yy).

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.



Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ (value in words) \_\_\_\_\_.
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

EMPANELMENT OF ADVERTISING AGENCIES	EOI No. <u>SECI/C&amp;P/EOI/ADVERTISING/042018</u>	Page 49 of 75	Signature of Bidder
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Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

**Format 5.4**

**FORMAT FOR BOARD RESOLUTIONS**

**(To be Submitted on the Letter Head of the Bidding Company)**

The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

**1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to EOI No. \_\_\_\_\_ for 'Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI' in India, including signing and submission of all documents and providing information/ response to EOI of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

**Certified True Copy**

-----  
**(Signature, Name and Stamp of Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

**Format 5.5**

**FORMAT FOR NO DEVIATION CONFIRMATION**

**(To be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Bidding Company*)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
D - 3, 1<sup>st</sup> Floor, Wing - A, Religare Building  
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI" against  
EOI Number SECI/C&P/EOI/ADVERTISING/042018

Dear Sir / Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**Format 5.6**

**FORMAT FOR DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.**

**(To be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
D - 3, 1<sup>st</sup> Floor, Wing - A, Religare Building  
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI" against  
EOI Number SECI/C&P/EOI/ADVERTISING/042018

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Employer/ Owner or Public-Sector Project Management Consultant due to "poor performance" or "corrupt and fraudulent practices" or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy (MNRE).

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Employer/ Owner that we have given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Employer/ Owner by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

EMPANELMENT OF ADVERTISING AGENCIES	EOI No. <u>SECI/C&amp;P/EOI/ADVERTISING/042018</u>	Page 53 of 75	Signature of Bidder
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**Format 5.7**

**FORMAT OF CHARTERED ACCOUNTANT  
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE  
BIDDER**

**(To be submitted on the Letter Head of the Chartered Accountant)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

To

Solar Energy Corporation of India Limited  
(A Government of India Enterprise)  
D - 3, 1<sup>st</sup> Floor, Wing - A, Religare Building  
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI" against  
EOI Number SECI/C&P/EOI/ADVERTISING/042018

Dear Sir / Madam,

We have verified the Annual Accounts and other relevant records of M/s.....  
(Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**And**

Net worth of INR.....Crore computed as per instructions provided in this EOI based on  
unconsolidated audited annual accounts (refer Note below) of the last Year immediately preceeding  
the Bid Deadline/ last financial year.

\* The Financially Evaluated Entity may be the Bidding Company itself.

\*\* A column for "Relationship with Bidding Company" is to be inserted in only in case financial  
capability of Parent Company and/ or Affiliate has been used for meeting Qualification  
Requirements.

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (AS per the companies Act 2013)	

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name: .....

Date: .....

Place: .....

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name: .....

Date: .....

Place: .....

**Notes:**

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

**Format 5.8**

**FORMAT FOR POWER OF ATTORNEY FOR BIDDING**  
**COMPANY**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Bidder)*

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for ..... (insert details of EOI) in response to the EOI No ..... dated ..... issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

**Signed by the within named**

..... (Insert the name of the executant company)

**through the hand of**

**Mr.** .....

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

**Attested**

EMPANELMENT OF ADVERTISING AGENCIES	EOI No. SECI/C&P/EOI/ADVERTISING/042018	Page 56 of 75	Signature of Bidder
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.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated.....

#### WITNESS

1. ....  
(Signature)  
  
Name.....  
  
Designation .....
2. ....  
(Signature)  
  
Name.....  
  
Designation .....

#### Notes:

The mode of 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 executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**Format 5.9**

**FORMAT FOR SHAREHOLDING CERTIFICATE**

**(To be submitted on the Letter Head of the Bidder)**

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name: .....

Date: .....

Place: .....

(Signature and Stamp of Company Secretary/ Director/ Chartered Accountant)

**Format 5.10**

**e-BANKING FORMAT**

**(To be submitted on the Letter Head of the Bidder)**

1. Vendor/ Customer Name :
2. Vendor/ Customer Code :
3. Vendor/ Customer Address :
4. Vendor/ Customer E-mail ID :
5. Particulars of Bank Account
  - a) Name of Bank :
  - b) Name of Branch :
  - c) Branch Code :
  - d) Address :
  - e) Telephone Number :
  - f) Type of Account :
  - g) Account Number :
  - h) RTGS IFSC Code :
  - i) NEFT IFSC Code :
  - j) 9 digit MICR code :

I/ We hereby authorize Solar Energy Corporation of India Limited to release any amount due to me/ us in the bank account as mentioned above. I/ We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Solar Energy Corporation of India Limited responsible.

(Signature of Vendor/ Customer)

**BANK CERTIFICATE**

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

**Format 5.11**

**FORMAT FOR SUBMISSION OF FINANCIAL BID**  
**(NOT APPLICABLE)**

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Bidding Company*)

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Empanelment of Advertising Agencies for Advertising and Publicity Work of SECI" against EOI Number SECI/C&P/EOI/ADVERTISING/042018

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ (*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ our firm as Successful Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the due date of submission of the response to EOI such further period as may be mutually agreed upon.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.



# **SECTION - VI**

# **DETAILED SCOPE OF WORK AND TECHNICAL PARAMETERS**

## 1 **GENERAL**

The intent of the specification for empanelment of advertising agencies covers rendering professional services for design, analysis and preparation of required documents for advertising and publicity including preparation art work/ tender notice for different advertisement campaigns and release of same in Print Media.

## 2 **SCOPE OF WORK**

2.1 The scope of work includes but not limited to the following: -

1. Preparation of Art Work/ Tender Notice for different advertisement campaigns and release the same in Print Media.
2. Preparation of Plans for different advertising campaigns from time to time.
3. Release of advertisement in Electronic/ Print Media.
4. Preparation of Media Plan for Print & Electronic Media.
5. Artwork for Hoardings, Banners, Posters & Designs of all other outdoor media advertisement.
6. Artwork for leaflets, magazines, Annual Reports and Souvenirs etc.
7. Organizing events, exhibitions, brand building exercise whenever required.
8. Publication of Advertisements (Tender, EOIs, Auction Calls/ Employment Notices etc.) and any other publication of such nature as required by the Employer/ Owner by observing the time line.
9. Organizing events like trade fairs, expos, exhibitions & related jobs at negotiated price.
10. Ensure publication of press releases of Employer/ Owner (Free of Cost) in the News Papers as and when required.
11. Organizing Press Conference for Employer/ Owner as and when required.
12. Any other work related to Publicity and Corporate Communication of Employer/ Owner.

The agency shall deploy a stable task force of well qualified and experiences executives for this work. The manpower proposed to be deployed for this task shall be guaranteed by bidder in his offer discipline wise and category wise required for execution of services included under the scope of the specification.

The agency shall depute an executive to act as full-time overall coordinator and focal point for all interactions with Employer/ Owner throughout the period of empanelment.

2.2 Conceptualization of creative, designing and media management including release of advertisement in Newspapers, Commercials on TV/ Radio etc. for Employer's/ Owner's corporate campaign.

2.3 Printing and Production of

1. Annual Reports
2. House Journals (English/ Hindi)
3. News Letters
4. Corporate Brouchers
5. Leaflets

6. Diaries, Telephone Directories
7. Calenders
8. Exhibitions/ Posters/ Display materials/ Stage Backdrops
9. Any other Print/ Production Jobs

2.4 Design and Release of Advertisement in Print media for :

1. Chairman's/ Managing Director's Speech
2. Recruitment/ Auction Notice
3. Classified Ads, Tender Notices
4. To provide inputs such as circulation figures, cost etc for various newspapers to plan and decide media plan.
5. To liaison with the newspapers and arrange for release of advertisement at a notice on desired dated.

2.5 Outdoor advertisement such as hoarding, signage etc.

2.6 Managing publicity through social media/ digital media such as facebook, twitter etc.

2.7 Conceptualization and production of TV Spots/ Radio Jingles etc.

2.8 Conceptualization and production of Corporate Films.

2.9 Organizing exhibitions, setting-up of Stalls/ Pavilions in India/ Abroad.

2.10 Brand building for the company.

2.11 Arranging publication of articles in leading News Dailies/ Magazines.

2.12 Any other work related to publicity and corporate communication of the organization.

2.13 Employer/ Owner reserves the right to award work to any agency, not necessarily empanelled with Employer/ Owner.

**3 WORK PROCEDURE**

3.1 The advertising agency shall undertake designing, type setting, art work, preparation of block and matrix as well as art pulls required to release advertisement, free of cost/ without any charges payable by Employer/ Owner irrespective of size of advertisement or number of newspapers to which display/ tender notice etc. advertisement is to be released.

3.2 The selected agencies are required to supply copies of current Rate Cards of all national and regional dailies to Employer/ Owner immediately with 15 (Fifteen) days from issuance of Letter of Empanelment (LOE)/ Notification of Empanelment (NOE) or as amended from time to time.

3.3 It is made clear that no incidental charges of any nature will be payable by Employer/ Owner to cover any such cost incurred by the agency during the process of receipt/ execution of

release orders issued by Employer/ Owner.

- 3.4 The empanelled advertising agency will ensure that the language of advertisement published in the newspaper should be the same as per the release order.
- 3.5 The agency will not be paid for generating creative option, translation of material from English to Hindi or to any other Indian language.
- 3.6 For jobs other than press advertisement like printing, production of TVCs/ Radio Jingles, setting-up of stalls in trade fairs/ exhibition etc. will be decided on competitive bidding basis amongst the Empanelled agencies.
- 3.7 In case large number of agencies becomes eligible as per the given criteria, Employer/ Owner reserves the right to restrict the number of agencies to be empanelled as maximum 10 (Ten) based upon the final score obtained after evaluation (using QBS approach) which includes turnover, work with single client and business with Government/ PSU or any other related criteria.
- 3.8 The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner which is detrimental to interest of Employer/ Owner. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. Employer/ Owner reserves the right to impose penalty in case of any violation of the above.
- 3.9 The empanelled advertising agency should be able to execute orders at short notice and even on holidays.



**Annexure - B**

**CHECK LIST FOR BANK GUARANTEES**

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the NIT Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of NIT documents?	
10.	In case BG has been issued by a Bank other than those specified in NIT Document, is the BG confirmed by a Bank in India acceptable as per NIT documents?	

**Annexure - C**

**LIST OF BANKS**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>3. FOREIGN BANKS</b>
<b>SBI AND ASSOCIATES</b>	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
<b>NATIONALISED BANKS</b>	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. CommonWealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	<b>4. SCHEDULED PRIVATE BANKS</b>
<b>2. OTHER PUBLIC SECTOR BANKS</b>	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
<b>3. FOREIGN BANKS</b>	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.

3. BNP Paribas	6. Yes Bank Ltd.
4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

**Annexure - D**

**SPECIAL INSTRUCTIONS TO BIDDERS FOR  
e-TENDERING**

**GENERAL**

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these EOI documents. Submission of Online Bids is mandatory for this EOI.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Solar Energy Corporation of India Limited (SECI) has decided to use the portal <https://www.tcil-india-electronicstender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**INSTRUCTIONS**

**Tender Bidding Methodology:**

**Sealed Bid System**

Single Stage Single Envelope

**Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
  - a) Query to SECI (Optional)
  - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital 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 Certificate (DC). also referred to as Digital

Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. 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 ETS 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.

After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

### Important Note:

- Interested bidders have to download official copy of the EOI & other documents after login into the ETS Portal of TCIL <https://www.tcil-india-electronictender.com>. If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of EOI and other documents, bidder will not be able to participate in the tender.
- To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241071, 26241072 Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@tcil-india.com [Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a> ]

### Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Technical-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 11.I, Section-III, Instructions to Bidders (ITB) of EOI documents, failing which the technical bids will not be opened.

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

### **SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

**The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.** The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

### **OTHER INSTRUCTIONS**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and

Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS 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) [ie 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 the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' 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 ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

**Minimum Requirements at Bidder's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)



**Annexure - E**

**EVALUATION CRITERIA AND MARKING BASED ON QBS APPROACH**

**GENERAL**

The Bidders are required to submit only Techno-Commercial Bids under this EOI.

**Bidder should explicitly note that no price bids are to be submitted as a part of this EOI at this stage.**

The Technical Proposal (TP) will be evaluated by the Central Evaluation Committee (CEC) to be set up by Employer/ Owner for the purpose. While evaluating the proposals, the CEC will allot weightage for the Technical Proposal as under

Sr. No.	Parameter	Marks	
1	Total number of years in operation in service for similar nature of contracts (Advertising and Mass Communication) {Requires experience certificate for validation}	Number of Years	Marks
		10 to 12	5
		>12 to 15	7
		>15 to 18	9
		> 18	10
2	Minimum Average Annual Turn Over in last 03 Preceding Financial Years {Requires documents in line with Section IV, Clause C for validation}	MAAT in Lacs	Marks
		20 to 40	5
		41 to 60	7
		61 to 80	9
		> 80	10
3	Number of Years in Operation (without any break) with INS Accreditation {Requires experience certificate for validation}	Number of Years	Marks
		5 to 7	5
		8 to 10	7
		10 to 12	9
		> 12	10

Sr. No.	Parameter	Marks	
4	Number of Years in Operation (without any break) with Prasar Bharti/ Doordarshan/ All India Radio Accreditation/ Registration {Requires experience certificate for validation}	Number of Years	Marks
		5 to 7	5
		8 to 10	7
		10 to 12	9
		> 12	10
5	Number of Years for Empanelment with Directorate of Advertising and Visual Publicity (DAVP) {Requires experience certificate for validation}	Number of Years	Marks
		5 to 8	2
		8 to 10	3
		> 12	5
6	Office in Delhi/ NCR in Commercial Place {Attach relevant document viz. Telephone Bill, Electricity Bill, Registered Rent/ Lease Agreement}	Office Location	Marks
		NCR (Gurgaon, Noida, Greater Noida, Ghaziabad and Faridabad Only)	3
		Delhi	5
7	Experience of the Agency {Attach relevant experience certificate issued by the client}	Parameters	Marks
7.1	06 nos. Exhibitions Pavillion/ Stalls	(0.5 Marks for Each)	3
7.2	06 nos. Events Organised/ Handled	(0.5 Marks for Each)	3
7.3	04 nos. experience of Outdoor Media	(0.5 Marks for Each)	2
7.4	04 nos. Production of TVC/ Documentary Film	(0.5 Marks for Each)	2
7.5	04 nos. Designing & Printing of Govt. PSU/ Ministries Annual Report	(0.5 Marks for Each)	2
7.6	04 nos. Designing & Printing of Govt. PSU/ Ministries Calendar	(0.5 Marks for Each)	2
7.7	02 nos. Experience in release of Advertisements of Central Govt. Minister's Visit/ Programme	(0.5 Marks for Each)	1
8	Working Experience with minimum 10 (Ten) Government and PSU Clients in Last 05 (Five) Years {Requires documents in line with Section IV, Clause B.1 for validation}	Government/ PSU Clients	Marks
		10 to 15	5
		16 to 20	7
		> 20	10

Sr. No.	Parameter	Marks	
9	Presentation and Optional Office Visit as described under Section III, Clause 31.1	Parameters	Marks
		series of 05 creatives on the theme of "Future of Solar Energy"	5
		Creativity Design	5
		Presentation Skills	3
		Innovation	2
10	Number of Working Professional for Creative Design in Advertising.	Number	Marks
		10 to 20	5
		> 20	10
	<b>Maximum Marks</b>		<b>100</b>

The minimum cut off for the marks in Technical Proposal above will be **60% (Sixty Percent)**. **Bidders scoring less than 60% will not be considered for empanelment process.**

The CEC will adopt a Quality based Selection (QBS) approach for evaluating the bids. The total score, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposals ranked from H-1 upto H-10 shall be recommended for Notification of Empanelment (NOE)/ Letter of Empanelment (LOE)/ Contract Agreement (CA).

**Total 10 (Ten) numbers of agencies shall be empanelled against this EOI. The number of agencies can be increased/ decreased upon sole discretion of Employer/ Owner.**