



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

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Saket, New Delhi - 110 017

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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/062019](#)

Dated : 07/06/2019

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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: 07/06/2019



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, 1st 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/062019 dated 07.06.2019;
- 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, 1st 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 SECI's website <http://www.seci.co.in>. Interested bidders shall download the EOI documents from the Websites per the provisions available therein.

10.0 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 submission of the bids through offline mode online, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the Eoi as well as by contacting M/s Solar Energy Corporation of 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 submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

11.0 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.

12.0 Bidders should submit their bid proposal offline at SECI office complete in all aspect on or before last date and time of Bid Submission as mentioned in Bid Information Sheet of ITB.

13.0 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees, complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorised representatives of bidders who wish to be present. Bid proposals received without the prescribed Bid Processing Fees 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.**

14.0 EOI documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from SECI website (<http://www.seci.co.in>) only. **It is mandatory to download official copy of EOI document from SECI Website.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this EOI shall be uploaded on SECI website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned SECI website..

15.0 Incase the EOI provides provision for multiple bids by a common bidder, then separate 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. Documents 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.

16.0 The detailed Qualifying Requirements (QR) are given in Section-IV of EOI documents.

- 17.0 ***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:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Empanelment of Advertising Agencies for Advertising and Publicity Work of Solar Energy Corporation of India Limited (SECI)					
(B)	EOI NO. & DATE	SECI/C&P/EOI/ADVERTISING/062019 dated 07.06.2019					
(C)	TYPE OF BIDDING SYSTEM	<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"/>						
(D)	TYPE OF EOI/ TENDER	<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"/>						
(E)	CONTRACT PERIOD	As mentioned in EOI Documents [Reference Clause No. 8, Section-III, Instructions to Bidders (ITB) of EOI]					
(F)	DOCUMENT FEE/ COST OF EOI DOCUMENT (NON-REFUNDABLE)	<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)	DOCUMENT PROCESSING FEE (NON-REFUNDABLE)	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
Amount: INR 6,000/- (Indian Rupees Six 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)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="text"/>
		NOT APPLICABLE	<input type="text" value="Yes"/>
(I)	CONTRACT PERFORMANCE SECURITY	APPLICABLE	<input type="text"/>
		NOT APPLICABLE	<input type="text" value="Yes"/>
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 19.06.2019 1500 HRS	
(K)	BID-SUBMISSION DEADLINE (OFFLINE MODE)	08.07.2019 1400 HRS	
(L)	TECHNO-COMMERCIAL BID OPENING	08.07.2019 1500 HRS	
(M)	e-Reverse Auction (e-RA)	NOT APPLICABLE	
(N)	CONTACT DETAILS OF SECI	Sh. Sanjay Sharma General Manager (Contracts & Procurement) Sh. Manas Ranjan Mishra Manager (Contracts & Procurement) Contact No. : 011 71989256/ 294 Email : contracts@seci.co.in	

(O)	Name, Designation, Address and other details (For Submission of Response to EOI)	<p>Sh. Sanjay Sharma General Manager (Contracts & Procurement)</p> <p>Sh. Manas Ranjan Mishra Manager (Contracts & Procurement)</p> <p>Solar Energy Corporation of India Limited D - 3, 1st Floor, Wing - A, Prius Platinum Building District Centre, Saket, New Delhi - 110 017 Contact No. : 011 71989256/ 294 Email : contracts@seci.co.in</p>
(P)	Details of persons to be contacted in case of any assistance required	<p>1) Sh. Sanjay Sharma General Manager (Contracts & Procurement) Contact No.: 011 71989256</p> <p>2) Sh. Manas Ranjan Mishra Manager (Contracts & Procurement) Contact No.: 011 71989294</p> <p>3) Sh. Sunil/ Sh. Kartik Ganesan Deputy Manager (Contracts & 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 SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of Eoi 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.seci.co.in>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.



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 on Website <https://www.seci.co.in>, 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 SECI (Solar Energy Corporation of India Limited) <https://www.seci.co.in>.

Note: Interested bidders have to download the official copy of EOI & other documents after login into the SECI website. The bidder shall only be eligible to submit/ upload the bid document only after logging into the SECI Website 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
- 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 during offline 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 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

EMPANELMENT OF ADVERTISING AGENCIES	EOI No. <u>SEC/C&P/EOI/ADVERTISING/062019</u>	Page 17 of 63	Signature of Bidder
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its sole discretion on case to case basis.

5 **Void**

6 **Void**

7 **CONTRACT PERFORMANCE SECURITY** – Advertising Agencies shall submit the required Amount of PBG as per mentioned in specific work order which will be issued by the Employer

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.

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 offline. 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 through offline mode at SECI office..

Submission of bid proposals Offline 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) Shareholding Certificate (as per Format 5.9)
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per Format 5.8)
- (i) Copy of Board Resolution as per Format 5.4
- (j) Any Additional document as specified in Bidding Data Sheet (BDS).
- (k) Bidders Information sheet

Other Documents

- I. Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- II. A brief Presentation indicating Company Profile, Concept (Series of 05 Creatives on the theme of "Future of Solar Energy"), Work Experience and Resource Details
- III. Certificate of Incorporation, Article of Association (AoA) and Memorandum of Association (MoA)
- IV. 'Bidder's General Information', as per Format 5.2.
- V. 'No Deviation Confirmation', as per Format 5.5
- VI. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per Format 5.6
- VII. E-Banking Format (as per Format 5.10)
- VIII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- IX. 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
- X. Document showing Financial Situation Information as sought in enclosed Format 5.7
- XI. 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).

XII. 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. A Bidder agreeing to the request will not be required or permitted to modify his bid.

Note: Incase 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 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/062019
Last Date of Submission	08.07.2019
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 st 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 offline 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 Employer's website 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 Offline submission 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 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 take necessary action against 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: -
- Meets the "Bid Evaluation Criteria" of the EOI documents;
 - Has been properly signed;
 - Is accompanied by the required 'Bid Processing Fees', if applicable
 - Is substantially responsive to the requirements of the EOI Documents; and
 - 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: -
- "Deviation" is departure from the requirement specified in the EOI documents.
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the EOI documents.
 - "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,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in EOI documents.
 - Limit, in any substantial way, inconsistent with the EOI Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - 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 atleast 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. Incase 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

- 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.
- any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- any deviations to the commercial and contractual provisions stipulated in the EOI Documents.
- details furnished by the bidder in response to the requirements specified in the EOI Documents.
- 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 In case 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 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.

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 take appropriate action for debarring.
- 33.3 In case of Non-response/ acceptance to the NOE or CA 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.

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.

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 are exempted for MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar/DIC Category only.

Bidding by Consortium/ Joint Venture is not allowed.

A.1 The bidder should have experience of at least 07 (Seven) years in the field of Advertising and Mass Communication.

A.2 The bidder should have accreditation of Indian Newspaper Society (INS) for not less than 02 (Two) years 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 02 (Two) 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 02 (Two) years as on last date of bid submission. A self-certified copy of empanelment letter issued by DAVP must be attached.

B TECHNICAL ELIGIBILITY CRITERIA

B.1 Experience of having successfully completed similar works (Advertising and Mass Communication) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount **equal to 05 Lakhs** for each work.

Or

b. Two similar completed works costing not less than the amount **equal to 06 Lakhs** for each work.

Or

c. One similar completed work costing not less than the amount **equal to 10 Lakhs** for each work.

B.2 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.

Similar works means the works executed in the field of Advertising, Mass Communication, and Print Media etc.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2016-2017, 2017-2018 and 2018-19 as the case may be) should be **INR 4, 00,000/- (Indian Rupees Four 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.

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).

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.

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

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.

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".

Bidders shall furnish documentary evidence as per the prescribed format (offline), duly certified by Authorized Signatory and the Statutory Auditor/ Practicing Chartered Accountant of the Bidding Company in support of their financial capability.

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 30th 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 30th 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) Void (Format 5.3 A)
- iv) Void (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) List of Banks (Annexure-C)

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, 1st 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/062019

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.

5. Void
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. Void

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, etc. through Offline, Techno-Commercial documents through offline (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	(Copy of PAN Card to be enclosed)
16	GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
17	GSTN Address	
18	PF Registration Number with Details	(Copy of Registration to be enclosed)
19	ESI Registration Number with Details	(Copy of Registration to be enclosed)
20	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No (If answer is YES, please provide details)
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

Void

Format 5.3B

Void

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, 1st 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/062019

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, 1st 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/062019

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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, 1st 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/062019

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

.....
(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)



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 - C

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	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	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	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 - 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
		07 to 10	5
		>10 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
		4 to 15	5
		15 to 25	7
		26 to 50	9
		> 50	10
3	Number of Years in Operation with INS Accreditation {Requires experience certificate for validation}	Number of Years	Marks
		2 to 5	5
		6 to 9	7
		10 to 12	9
		> 12	10
Sr. No.	Parameter	Marks	

4	Number of Years in Operation with Prasar Bharti/ Doordarshan/ All India Radio Accreditation/ Registration {Requires experience certificate for validation}	Number of Years	Marks
		2 to 5	5
		6 to 9	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
		2 to 5	2
		6 to 10	3
		> 12	5
6	Experience of the Agency {Attach relevant experience certificate issued by the client}	Parameters	Marks
6.1	05 nos. Exhibitions Pavillion/ Stalls	(1.0 Marks for Each)	5
6.2	05 nos. Events Organised/ Handled	(1.0 Marks for Each)	5
6.3	03 nos. experience of Outdoor Media	(1.0 Marks for Each)	3
6.4	03 nos. Production of TVC/ Documentary Film	(1.0 Marks for Each)	3
6.5	02 nos. Experience in release of Advertisements of Central Govt. Minister's Visit/ Programme	(1.0 Marks for Each)	2
7	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"	10
		Creativity Design	10
		Presentation Skills	5
		Innovation	2
Sr. No.	Parameter	Marks	
8	Number of Working Professional for Creative Design in Advertising.	Numbers	Marks
		10 to 20	5
		> 20	10
	Maximum Marks		100

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.