

Tender Document

For

Selection of Agency for Social Media and Digital Marketing of e-VidyaBharati & e-AarogyaBharati (e-VBAB) Network Pilot Project of Ministry of External Affairs (MEA) in partner countries in Africa for a period of 1 year.

Tender No: TCIL/15/1853/I/19-MM/18E

Issued on: 30.08.2019

Issued by:

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Acronyms:

Acronym	Description
AMC	Annual Maintenance Contract
AOA	Article of Associations
BG	Performance Bank Guarantee
BoQ	Bill of Quantity
CCA	Controller of Certifying Authorities
CPPP	Central Public Procurement portal
CVO	Chief Vigilance Officer
CIF	Custom Insurance Freight
DC	Data Centre
DD	Demand Draft
DR	Disaster Recovery
DSC	Digital Signature Certificate
EOI	Expression of Interest
EMD	Earnest Money Deposit
ETS	Electronic Tendering System
e-VBAB	e-VidyaBharati and e-AarogyaBharati
GST	Goods & Service Tax
GOI	Government of India
GCC	General Conditions of Contract
INR	Indian Rupees
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instructions to Bidder
IP	Integrity Pact
IEMs	Independent External Monitors
IA	Implementation Agency
LAN	Local Area Network
LCS	Least-Cost Selection
LOI	Letter of Intent
LC	Learning Center
LD	Liquidity Damages
MEA	Ministry of External Affairs
MOA	Memorandum of Articles
MSME	Micro Small & Medium Enterprises
NDA	Non-Disclosure Agreement
NIC	National Informatics Centre
NIT	Notice Inviting Tender
NISG	National Institute of Smart Governance
NSIC	National Small Industry of corporation
OS	Operating System
OEM	Original Equipment Manufacturer
O&M	Operation and Maintenance

PBG	Performance Bank Guarantee
PAP	Pan African e-Network Project
PO	Purchase Order
PSU	Public Sector Undertaking
PMU	Project Monitoring Unit
PAN	Personal Account Number
PQ	Pre- Qualification
POA	Power of Attorney
RFP	Request for Proposal
SD	Standard Definition
SLA	Service Level Agreement
SI	System Integrator
SCC	Special Conditions of Contract
TEC	Tender Evaluation Committee
TCIL	Telecommunications Consultants India Limited
TE	Tele-education
TM	Tele-medicine
TC	Tele-consultation
TCP	Transmission Control Protocol
TOE	Tender Opening Event
TT	Telegraphic Transfer
TQ	Technically Qualified
AT	Acceptance Testing

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NOTICE INVITING TENDER

TCIL on behalf of the Ministry of External Affairs (MEA), Govt. of India, invites electronic tenders from eligible bidders for the Selection of Agency for Social Media and Digital Marketing of e-VidyaBharati & e-AarogyaBharati (e-VBAB) Network Pilot Project of Ministry of External Affairs (MEA) in partner countries in Africa for a period of 1 year.

Bidders are advised to visit the CPP Portal regularly for updates/addendums, if any.

SECTION-1**Tender No.: TCIL/15/1853/I/19-MM/18E****30.08.2019****1 DETAIL OF NOTICES INVITING TENDER****1.1 INTENT OF THE TENDER:**

Intent of the tender is “Selection of Agency for Social Media and Digital Marketing of e-VidyaBharati & e-AarogyaBharati (e-VBAB) Network Pilot Project of Ministry of External Affairs (MEA) in partner countries in Africa for a period of 1 year”.

1.2 FACT SHEET

Sr. No.	Basic Requirement	Specific Requirement
1.	Tender Ref No	TCIL/15/1853/I/19-MM/18E
2.	Name of the Work	Selection of Agency for Social Media and Digital Marketing of e-VidyaBharati & e-AarogyaBharati (e-VBAB) Network Pilot Project of Ministry of External Affairs (MEA) in partner countries in Africa for a period of 1 year
3.	Name & address of the issuer of this tender	GGM (MM), 4 th Floor , Room No- 405 TCIL Bhawan, GK-1, New Delhi-110048.
4.	Date of Posting of NIT on CPPP Portal	30.08.2019 18:00 hrs
5.	Start Date of download of tender document	30.08.2019 18:00 hrs
6.	End Date of download of tender document	14.09.2019 12:00 hrs
7.	Last Date for sending Pre Bid Query	05.09.2019 12:00 hrs
8.	Pre Bid Meeting	06.09.2019 11:00 hrs
9.	Last Date for Submission of Bids online	14.09.2019 12:00 hrs
10.	Date of Opening of Part I Eligibility criteria	16.09.2019 11:00 hrs
11.	Date of Opening of Part II Techno-Commercial Offer	To be Notified later
12.	Tender Fee	NIL
13.	Date of opening Part III Price Offer	To be Notified later

Sr. No.	Basic Requirement	Specific Requirement
14.	Address of Communication / Place of bid Submission / Opening of Bids / Contact / Address	GGM (MM), 4 th Floor , Room No- 405 TCIL Bhawan, GK-1, New Delhi-110048
15.	Bid Related Queries	As per Contact information mentioned below.
16.	Earnest Money Deposit (EMD)	Earnest Money/Bid security should be Rs.2.5 Lakh (Rupees Two Lakh and Fifty Thousand only) in the form of Demand Draft payable at New Delhi/Delhi or Bank Guarantee from a Scheduled Bank having branch in New Delhi/Delhi, in favour of "Telecommunications Consultants India Limited"
17.	Tender can be downloaded from	Govt e-procurement Portal(NIC Portal) and TCIL website.
18.	Validity of Proposal	Bid must remain valid for a period of 180 days from the last date of bid submission.
19.	Method of Selection	LCS
20.	Address for Pre-Bid Meeting	TCIL Bhawan, Greater Kailash-I, New Delhi-110048

Bidders are advised to visit Gov. e-procurement portal(www.eprocure.gov.in) and Tcil website(www.tcil-india.com) regularly for updates/addendums, if any.

1.3 ELIGIBILITY CRITERIA/PRE-QUALIFICATION

S. No.	Eligibility	Documents Required
1.	The Bidder should be registered in India under Companies Act, 1956 or as amended. The Bidder should be in operation in India for a period of at least 5 years as on 31st March 2019.	Copy of Certificate of Incorporation/ Registration
		Copy of MOA & AOA
		Copy of PAN Card & GST
2.	The Bidder should have minimum average annual turnover of Rs. 55 Lakhs (Rupees Fifty Five Lakhs) only)from business in India for the last three financial years (FY 16-17, FY 17-18,FY 18-19).	Audited balance sheet of last three years with CA certificate.
3.	The Bidder should have positive net-worth and should not be loss making in the last 3 (three) financial years as on 31.03.2019.	Audited balance sheet of last three years with Certificate from the Statutory Auditor on net worth.

S. No.	Eligibility	Documents Required
4.	<p>The Bidder should have successfully completed project for publicity and advertisement covering social media marketing/digital marketing.</p> <p>Each project of minimum INR 88 Lakhs (Rupees Eighty Eight Lakhs) or two similar projects of minimum INR 66 lakh (Rupees Sixty Six Lakh) or three similar projects of minimum INR 44 lakhs (Rupees Forty Four Lakh), in India or abroad in last 3 years ending 31st March, 2019.</p>	<p>Work order + Completion Certificates from the client/ Go Live Certificate from the client.</p> <p>Work Order + Phase Completion Certificate by client</p>
5.	<p>The Bidder should have following valid certification:</p> <ul style="list-style-type: none"> • ISO 9001:2015 • ISO 9001:27001 	Copy of relevant certificates.
6.	The Bidder should not be debarred/ blacklisted by any Union Govt./State Govt. /PSU in India as on date of submission of the Bid.	Undertaking signed by the Company Secretary of the Bidder.
7.	The Bidder should have at least 10 numbers of experienced professionals (5 in the area of Social Media Management for platforms like Facebook, Twitter, Instagram, etc. and 5 in the area of content development and video publishing management for platforms like YouTube, etc.).	Undertaking on Bidder's letter head. CVs of the professionals.
8.	Similar Work Experience: The bidder should submit their project experience over last three years ending 31.03.2019	Purchase orders/Work order, completion certificate.
9.	Bidder must have worked with at least 5 Indian Embassies in the last 3 years.	Purchase orders/Work order, completion certificate.

Eligibilities for MSEs (Turnover and Similar Experience)

S.No.	Eligibility	Documents Required
1.	The Bidder should have minimum average annual turnover of Rs. 44 Lakhs (Rupees Forty four Lakhs only) from business in India for the last three financial years (FY 16-17, FY 17-18, FY 18-19).	Audited balance sheet of last three years with CA certificate.

2	<p>The Bidder should have successfully completed similar projects for publicity and advertisement covering social media management/digital marketing as follows:</p> <p>Each project of minimum INR 70 Lakhs (Rupees Seventy Lakhs) or two similar projects of minimum INR 44 lakh (Rupees Forty Four Lakh) or three similar projects of minimum INR 33 lakh (Rupees Thirty Three Lakh), in India or abroad in last 3 years ending 31st March, 2019.</p>	<p>Work order + Completion Certificates from the client/ Go Live Certificate from the client.</p> <p>Work Order + Phase Completion Certificate by client</p>
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Note:

1. Bidder must provide necessary supporting documents as a proof of eligibility as mentioned above.
2. All necessary documents mentioned elsewhere in the tender document must be submitted online during the bid submission process itself to prove their pre-qualification. If the required documents are not submitted along with the bid, the bid is liable to be rejected.
3. Foreign currency Turnover will be converted into Indian Rupees based on RBI reference rate applicable on the date of opening of proposals without assigning any additional weightage.

1.4 EARNEST MONEY DEPOSIT (EMD):

- i. Earnest Money/Bid security should be INR 2.5 Lakh (Rupees Two Lakhs and Fifty Thousands only) in the form of Demand Draft payable at New Delhi/Delhi or Bank Guarantee in the form of a Scheduled Bank having branch in New Delhi/Delhi, in favour of “Telecommunications Consultants India Limited” must be submitted along with the tender with validity for a period of 180 days from date of opening of tender.
- ii. Micro and Small Enterprises registered with the NSIC/MSME are exempt from submission of Earnest Money Deposit (EMD) on production of requisite proof in the form of valid certification from NSIC/MSME etc. for the tendered item/services in accordance to the MSME Act. Micro and Small Enterprises having Udyog Aadhaar

Memorandum are also entitled to the above exemption for which submission of valid Memorandum certificate is mandatory.

Note:

- i) Bidders must ensure regarding the exemption on their certificate from the concerned organisation. Bid received with MSME/NSIC certificate which is not valid for exemption of EMD will be summarily rejected.
- ii) Bidders claiming special category concessions from the Government shall be governed under the respective provisions and guidelines of the Government of India. Bidders submitting their bids under a given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim.

1.5 INTEGRITY PACT:

“This tender is covered under Integrity Pact Programme of TCIL and Bidders are required to sign the Integrity Pact Document and submit same to TCIL along with the bids”.

Bidders are required to read the integrity pact and fill it properly including the signing of witness/es. Bids received without signed copy of the Integrity Pact document as instructed in section 2 will be liable to be rejected.

CONTACT INFORMATION:

TCIL Contact-1	Ms. Rajmani Bhagat JGM(TM) Telephone: 011-2620 2612 E-mail ID: rajmani.bhagat@tcil-india.com
TCIL Contact-2	Mr. CK Singh, GM (MM) Telephone: 011-2620 2412 E-mail ID: cksingh@tcil-india.com
E-Tendering	www.eprocure.gov.in (CPPP Portal)

The bidder must download the tender documents from CPPP portal before the last date and time of sale of tender document in order to bid for this tender.

The Price Bid for technically qualified bidders shall be opened at time and date to be notified separately.

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

-END OF SECTION-1-

SECTION-2

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 “Purchaser” means Telecommunications Consultants India Ltd. (TCIL) executing the project on behalf of MEA, its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2 “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
- 2.1.3 “Goods/Services” means all the services, digital content and required infrastructure, tools, software, etc. required to accomplish the scope of the tender and/or other materials and consumables which the bidder is required to supply to the Purchaser under the Purchase Order.
- 2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former’s offered goods/services.
- 2.1.5 “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6 “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.
- 2.1.7 “End Client” means Ministry of External Affairs (MEA), Govt. of India.
- 2.1.8 “Implementation Agency (IA)” means TCIL.
- 2.1.9 “Publicity Agency” means bidder who is qualified and successful in the bidding process and is given the award of the work.

2.2 BIDDER TO BEAR COST FOR PREPARATION OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions of the Contract
Section 5	Bill of Quantity (BOQ)
Section 6	Scope of Work
Section 7	Price Bid Schedule
Section 8	Bid Submission Form
Section 9	Annexures

2.3.2 Any clarification, corrigendum, addendum of the tender or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments/corrigenda.

2.4.2 The amendments/Corrigenda will be notified on CPP Portal and these amendments will be binding on them. Bidders are advised to visit above mentioned portal/websites regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders requisite time in which to take the amendments into action in preparing their bid, the Purchaser may at his own discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be on CIF basis at the designated locations. Prices should be inclusive of all taxes and duties including but not limited to GST, transit insurance, freight etc. However, rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected. Clauses such as “at actual” etc. shall also be treated as non-responsive and are liable for rejection.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder’s eligibility to supply the material/services. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods and or services offered.

2.8 BID SECURITY/EMD

2.8.1 The Bidder shall submit EMD, as part of bid security as mentioned in the tender. The bid security shall be in one of the following forms:

- (a) A Bank Guarantee as per enclosed format issued by a scheduled bank in favour TCIL valid for a period of 180 days from the date of tender opening.
- (b) Demand Draft from a Scheduled Bank in favour of M/s Telecommunications Consultants of India Ltd., payable at Delhi.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and not later than 30 days after expiry of the bid validity period as prescribed by the Purchaser.

- 2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Bank Guarantee.
- 2.8.5 The bid security may be forfeited under the following circumstances:
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for a period 180 days from the last date of bid submission. Bids valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 LATE BIDS

Bidders are advised in their own interest to ensure that bids may be uploaded/ submitted before the closing date and time. Any bid received after deadline for bid submission, will be rejected and will not be considered.

2.11 MODIFICATION AND WITHDRAWAL OF BIDS

- i. Bid withdrawal/modification shall not be allowed after end date and time of bid submission.

- ii. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. No bid may be modified after the deadline for submission of bid.

2.12 OPENING OF BIDS

- 2.12.1 The Purchaser shall open bids in the presence of authorized bidder's representative(s) who choose to attend at the date and time specified in the tender. The bidder's representatives who are present shall sign the Attendance Register.
- 2.12.2 A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening.
- 2.12.3 Bidder may also attend the online bid opening through e-tendering portal.
- 2.12.4 There will be three bid-opening events
 - 1. Eligibility/Pre-Qualification Bid
 - 2. Technical Bid
 - 3. Financial/Commercial Bid

2.13 CLARIFICATION OF BIDS

- 2.13.1 To assist in evaluation and comparison of the bids, the Purchaser may, at his own discretion, ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. The clarification will be asked online through email or tendering portal. The clarification and response from bidder shall also be online through email or tendering portal.

2.14 EVALUATION OF BIDS

- 2.14.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bids to determine whether they are complete in all respects, whether any computational errors have been made and or the required sureties have been furnished.

2.14.2 Arithmetical error shall be rectified on the following basis:

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.14.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.14.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.14.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.15 PURCHASER'S RIGHT TO VARY QUANTITIES

2.15.1 The Purchaser reserves the right at the time of award of the contract to increase/decrease the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.16 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.17 NOTIFICATION OF SUCCESSFUL BIDDER

2.17.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter/speed post or fax/email, that its bid has been accepted.

2.17.2 Upon successful furnishing of Performance Bank Guarantee by the bidder, the Purchaser will notify successful bidder and will discharge its bid bond/EMD.

2.18 ISSUE OF LETTER OF INTENT

2.18.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.

2.18.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Bank Guarantee in conformity with the bid documents.

2.19 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD/bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.20 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.21 DELIVERY

Delivery of the goods and/or services shall be made by the Publicity Agency in accordance with the terms specified by the Purchaser in the Special Condition of the Contract and goods and or services shall remain at the risk of the Publicity Agency until delivery has been completed in full. The Schedule of delivery shall be the essence of the contract.

2.22 SUBMISSION OF BID

Bidders are required to submit the bid through mentioned tendering portal. Only the following documents shall be accepted in physical form:

- EMD in the form of Demand Draft/Bank Guarantee
- Integrity pact duly stamped and signed complete including details and signature of the witnesses

- Original Power of attorney for authorized signatory duly notarized. POA should be on a non-judicial stamp paper of Rs.100/-.
- Pass Phrase for Technical and Financial Bids.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detailed instructions on online bid submission please refer to Clause 2.24.

2.23 OPENING OF PRICE OFFER

Price offers of only those bidders whose Technical Bid/offers are found to be responsive and acceptable to TCIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.24 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

Following documents required to submit for the evaluation:

A. ELIGIBILITY/ PRE-QUALIFICATION BID CHECKLIST

S. No.	Document to be submitted	Submitted (Y/N)	Document Proof
1.	Earnest Money Deposit		EMD No.: Amount: Name of Issuing Bank Validity:
2.	Bid Covering Letter (Annexure – 1)		
3.	Integrity Pact (Annexure - 8)		
4.	Power of Attorney (Annexure - 7)		
5.	Bidder Profile (As per Section - 8)		
6.	Eligibility/Pre-Qualification Criteria Compliance & Supporting Documents (Annexure - 2)		

7.	Project Citation Details (Annexure – 3)		
8.	Non-Blacklisting Certificate (Annexure - 4)		

B. TECHNO-COMMERCIAL OFFER

As per details given at Clause 4.10.

- Submission of Electronic Form (Mandatory)

C. PRICE OFFER

- Submission of Electronic Form (Mandatory)
- Submission of Main Bid (Mandatory)
- Submission of Bid Annexure (Mandatory)

Financial Part must contain the Price Offer as per Section-7. The Price Offer must be submitted in both .pdf and .xls formats.

The entire bid-submission as above must be mandatorily submitted online only on tendering portal.

2.24.4 OFFLINE SUBMISSIONS:

The Bidder is requested to submit the following documents offline (i.e. physically) to GGM (MM), TCIL Bhawan, 4th Floor, Greater Kailash-I, New Delhi-110 048 before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words ‘DO NOT OPEN BEFORE’ (due date & time):

- EMD in the form of Demand Draft/Bank Guarantee.
- Integrity pact duly stamped & signed complete including details and signature of the witnesses.
- Original Power of attorney duly notarized.

2.25 INTEGRITY PACT PROGRAMME

2.25.1 As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. The present threshold value is Rs. 1 Crore (Rupees One Crore).

2.25.2 Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:

- Multiple/repeat POs on the single vendors against a tender
- POs placed on multiple vendors against a tender

2.25.3 Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO). TCIL in the prescribed proforma.

NAME OF IEMS WITH THEIR CONTACT DETAILS:

- i) Shri. A. K. Garg, Independent External Monitor
E-mail ID: akgarg1654@gmail.com
- ii) Shri V.V.R. Sastry, Independent External Monitor
Email ID: sastryvvr@gmail.com

NAME & CONTACT DETAILS OF NODAL OFFICER (IP) IN TCIL:

Mr. Sanjeev Jain ,Chief Vigilance Officer
E-mail ID: sanjeev.jain@tcil-india.com

2.25.4 If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

2.25.5 In respect of tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically and commercially qualified vendor, the selected vendor is required to sign the IP document.

2.25.6 IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.

2.25.7 Tender received without signed and stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.

2.26 ADVICE TO BIDDERS FOR AVOIDING REJECTION OF THEIR OFFERS

2.26.1 TCIL has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible for TCIL to seek clarifications in respect of incomplete offers.

2.26.2 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to TCIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with TCILs requirement may cause for rejection of their bids.

2.27 FORMAT & SIGNING OF BID

- 2.27.1 The original documents of the bid shall be typed or written in indelible ink. The original shall be signed by authorized signatory of the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person(s) persons signing the bid.
- 2.27.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.
- 2.27.3 The Bidder shall duly sign and seal its bid with the exact name of the firm/company.
- 2.27.4 Bid should be submitted along with a certified true copy of a board resolution and power of attorney empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this tender.

2.28 LANGUAGE OF BIDS

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

2.29 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify the authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of the tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the tender/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/SD submitted by the bidder.

The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid, that all the documents/certificates/information submitted by them for the said tender are genuine. In case any of the

documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by TCIL at its sole discretion.

2.30 INTELLECTUAL PROPERTY RIGHTS

All rights, title and interest of TCIL/MEA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of TCIL/MEA and Bidder shall not be entitled to use the same without the express prior written consent of TCIL/MEA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

-END OF SECTION-2-

SECTION - 3

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

3 GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies/services, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Publicity Agency.

3.2 PATENT RIGHTS

The Publicity Agency shall provide indemnity to the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods/services or any part thereof.

3.3 PERFORMANCE SECURITY

3.3.1 Within 10 days of the Publicity Agency's receipt of Letter of Intent (LOI), the Publicity Agency shall furnish a Performance Security for the amount specified in special condition of the tender in the form of a Bank Guarantee issued by a Scheduled Bank from its branch in Delhi in the prescribed format given in this tender.

3.3.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Publicity Agency's failure to complete its obligations under the contract.

3.3.3 The Performance Bond shall be in the form of bank guarantee issued by a scheduled bank situated in India and the form provided by TCIL.

3.3.4 The Performance Bond will be discharged by the Purchaser after completion of the Publicity Agency's obligations including any warranty obligations under the contract.

3.3.4 On matters pertaining to the validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.4 CHANGE ORDERS

3.4.1 The Purchaser may at any time by written order given to the Publicity Agency make changes within the general scope of the contract in any one or more of the following:

- a) Number of countries for delivery of services.
- b) Frequency of services to be provided by the Publicity Agency.
- c) Method or mode of Social Media and Digital Marketing.

3.4.2 If any such change causes an increase or decrease in the cost or the time required for the execution by the Bidder, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.5 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.6 LIQUIDATED DAMAGES

3.6.1 The date of delivery of services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by TCIL, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.6.2 In case the Publicity Agency fails to deliver the goods/services against the order, the same shall be procured from other Agencies at the cost and risk of the Publicity Agency and the excess money will be recovered from any dues of the party.

3.6.3 For late deliveries, as liquidated damages, a sum equal to 1% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to

a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Publicity Agency. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the SI for future purchases.

3.6.4 LD can be recovered from any dues of the Publicity Agency.

3.7 ARBITRATION

3.7.1 In the event of any dispute arising between TCIL and the Publicity Agency in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The Publicity Agency expressly agrees that the arbitration proceedings shall be held at New Delhi.

3.7.2 The proceedings of arbitration shall be in English language.

3.7.3 In case any Publicity Agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.7.4 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under

this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.8 RISK PURCHASE

3.8.1 In the event of Publicity Agency's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Publicity Agency.

3.9 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.10 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Publicity Agency, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Publicity Agency, if a security is taken from the Publicity Agency. In the event of the Security being insufficient or if no security has been taken from the Publicity Agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Publicity Agency or which at any time thereafter may become due to the Publicity Agency under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Publicity Agency shall pay to the Company on demand the remaining balance due.

3.11 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Publicity Agency at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Publicity Agency at the time of such termination, or

such portion thereof as the Purchaser may deem fit except such material, as the Publicity Agency may, with the concurrence of the Purchaser, elect to retain.

3.12 TERMINATION FOR DEFAULT

3.12.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Publicity Agency, terminate this contract in whole or in part.

- a) if the Publicity Agency fails to deliver any or all the goods and or services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser.
- b) if the Publicity Agency fails to perform any other obligation(s) under the contract; and
- c) if the Publicity Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

3.12.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and or services similar to those undelivered and the Publicity Agency shall be liable to the Purchaser for any excess cost for such similar goods and or services. However, the Publicity Agency shall continue the performance of the contract to the extent not terminated.

3.13 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Publicity Agency, without compensation to the Publicity Agency if the Publicity Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that

such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.14 ADD ON ORDER

TCIL reserves the right to place Add on order for additional quantity upto 25% of the original quantity at the same rate and terms & conditions of the purchase order within twelve months from the date of issue of purchase order.

3.15 REPEAT ORDER

TCIL reserves the right to place Repeat Order for additional quantity upto 100% of the original quantity of the Purchase Order at the same rate, terms & conditions of the existing purchase order within twelve months from the date of completion of supplies.

3.16 NOTE

In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

- END OF SECTION 3 -

SECTION – 4

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

4 SPECIAL CONDITIONS OF CONTRACT

4.1 PRICE BASIS

F.O.R TCIL Bhawan, New Delhi (all inclusive).

Before submitting the duly filled, signed and stamped “Price Offer”, bidders should ensure that they do not enter any comments like “As per Actuals, Will be Intimated Later on etc”. If bidder uses these type of Comments while filling up Price Offer, the charges for the items wherever such comments are used shall be considered as “Zero” and the same shall be a binding on the bidder

The price quoted shall be considered firm and no price escalation will be permitted. The price is to be quoted in INR.

4.2 PAYMENT TERMS

TCIL shall release payment to selected bidder in INR through bank transfer/cheque.

The payment shall be released as under:

The payment shall be released to the bidder in three phases:

Phase 1: At the end of 2 months from start date (this phase shall be for launch of the project and start of enrollment of students) - **30% payment** shall be released to the Publicity Agency after reviewing and analyzing the effectiveness of phase 1 (the Publicity Agency shall submit a report on remedial or improvement measures which can be identified and implemented in phase 2).

Phase 2: At the end of 4 months of completion of phase 1 – **40% payment** shall be released after evaluating effectiveness of the Social Media and Digital Marketing plan and success of defined KPIs. (the Publicity Agency shall submit a report on remedial or improvement measures which can be identified and implemented in phase 3).

Phase 3: At the end of 6 months of completion of phase 2 – **30% payment** shall be released after evaluating effectiveness of the Social Media and Digital Marketing plan and success of defined KPIs.

NOTE:

1. All payments to the Publicity Agency shall be made upon submission of invoices/third party invoices along with necessary approval certificates from TCIL.
2. Payment to the Publicity Agency shall be made only after due deduction of penalties, if any.
3. No advance payment shall be given to the Publicity Agency.
4. TDS on payments will be deducted as applicable.
5. All the payments to the bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the services to the satisfaction and timely submission of all reports as given in the scope of work.

4.3 TAXES

The responsibility of applicable statutory taxes in the current date lies with the bidder. However, the change of taxes (increase/ decrease) will be on actuals within the implementation period and beyond the implementation period benefit will pass through on TCIL.

Taxes as applicable from time to time as per the Indian Tax Laws will be deducted from the invoices. In case the bidder is exempted from Tax, then bidder shall be required to produce a certificate from the Tax Authority indicating clearly that no tax at source be deducted from the bidder against said contract. Such certificate shall have to be obtained at the commencement of each financial year.

4.4 Limitation of liability:

Limitation of liability upto 100% of total project value.

4.5 PAYING AUTHORITY

Executive Director (F&A)
3rd Floor, TCIL Bhawan, G.K.-I
New Delhi-110048

4.6 PRE-BID MEETING & CLARIFICATIONS

1. Bidders Queries

- a) TCIL shall hold a pre-bid meeting with the prospective bidders on Date, time and Address mentioned in this document.
- b) Maximum 2 authorized representatives of interested organization may attend pre-bid meeting at their own cost.
- c) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications.
- d) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to TCIL by email in an Excel File only (pdf and image files will not be considered) on or before last date for sending pre-bid queries mentioned in this document through e-mail of only authorized representative of the bidder.
- e) The queries should necessarily be submitted in the following format:

S.N.	Tender Reference(s) (Section & Page Number(s))	Content of Tender requiring Clarification(s)	Points of Clarification	Suggestion with Reason
1				
2				

- f) The purpose of the meeting is to provide Bidders information regarding the tender, project requirements and opportunity to seek clarification regarding any aspect of the tender and the project. However, 'TCIL' reserves the right to hold or re-schedule the Pre-bid meeting.

2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Corrigenda (if any) and clarifications to the queries from bidders will be posted on the website www.eprocure.gov.in. (CPP portal)
- b) At any time prior to the last date for receipt of bids, TCIL if deemed necessary may modify the tender document by issuing a corrigendum.
- c) All such corrigenda shall be deemed to be incorporated into this tender.

4.7 PERFORMANCE BANK GUARANTEE (PBG)

1. The successful bidder needs to deposit/submit a Performance Bank Guarantee equal to 10% of total value of contract in the form of Bank Guarantee from nationalized bank in the given format only. The PBG shall be valid **upto 60 days beyond the period of contract period** and this will be extendable during project period if required. The PBG should be submitted within the period specified above; failing which TCIL may cancel the offer made to the bidder.
2. The PBG will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
3. The PBG shall be retained by TCIL for the period of 6 months from the end of contract. No interest will be payable by the TCIL on the amount of the Bid Security.

4.8 ISSUING OF PURCHASE ORDER.

TCIL shall issue the Letter of Intent to the successful Bidder as and when the process of evaluation and approval of the bids is completed. Purchase Order shall be issued after submission of Performance Bank Guarantee (PBG) by successful bidder and its confirmation by Bank. However the services of the bidder will commence from the date of issuance of LOI to the successful bidder.

4.9 IMPLEMENTATION SCHEDULE

The selected bidders would be required to deliver the following according to timelines given below:

Sl. No.	Deliverables / Activities	Timelines
1.	Issue of P.O. to the successful bidder	T0

Sl. No.	Deliverables / Activities	Timelines
2.	Strategy Report	T0 + 3 days
3.	Submission of first 30-day editorial calendar and 3 versions of creatives for approval	T0 + 5 days
4.	Launch of social media pages based on approved text and visuals.	T0 + 7 days
5.	Submission of email marketing templates: email layout, banner and header designs, etc.	T0 + 15 days
6.	<ol style="list-style-type: none"> 1. Manage social media channels based on editorial calendar and with any approved ad hoc content. 2. Generate 30-day editorial calendar and submit for approval last week of every month. 3. Weekly social listening metrics and performance reports on defined KPIs for all social media channels. 4. Weekly lead generation reports on defined metrics to support email marketing campaign. 5. Launch of email marketing campaign based on success of lead generation and paid campaigns. 	T0 + 12 Months

4.10 Technical Bid

Sr.No.	Description	Marks
1	Draft Social Media and Digital Marketing Strategy Report (for example, goals, SMART objectives, breakdown of target audience, individual channel strategy, KPIs for measuring success, integration of social media with lead generation and email campaigns, projection of results for 3-6-9-12 months).	30
2	30-day editorial calendar for organic and paid posts across all 4 platforms.	10
3	Content development (details of type of content as per strategy for this project)	15
4	Tools for monitoring, assessment and reporting of outcomes	10

5	Details of case studies in Social Media and Digital marketing and portfolios of videos created.	10
6	Detailed presentation at TCIL including research, thought process, approach for choices made, and execution capability to complete the scope of this tender.	25
	TOTAL	100

4.11 Evaluation

The evaluation consists of following phases:

i. Evaluation of Eligibility /Pre-Qualification criteria:

The bidder must meet all eligibility criteria.

ii. Evaluation of technical bids (of eligible bids):

As per evaluation of the technical bid and marks awarded against each item as detailed above.

The bidders scoring 70 marks or above in the technical evaluation shall be considered as technically qualified.

iii. Evaluation of financial bids (of technically qualified bidders)

The financial bids for only those bidders will be opened who qualify in the Technical bids.

iv. Lowest bidder (L1) in the financial bids shall be considered as the successful bidder.

4.12 QUANTITY VARIATION

TCIL reserves the right to vary the quantity to be ordered under this tender by +/- 25% (plus/minus twenty-five percent) at the same rate, terms and conditions agreed initially.

4.13 GENERAL

1. TCIL reserves the right to reject any or all the offers without assigning any reason.
2. Partial offers are liable for rejection.

3. Successful bidder shall have to provide list/details of team/members with contact details etc. in hard as well as soft copy form.
4. The prices of various items quoted by the bidder in its bid shall be valid for the period of contract from the date of signing of contract/ first P.O. whichever is earlier.
5. Bidders shall not mention any commercial terms and conditions in Part-II (Price Offer). Any conditional Price Offer shall be ignored.

4.14 NDA (Non-disclosure Agreement):

Selected bidder shall not disclose the contract or any provision, specification, plan, design, content, pattern, sample or information thereof to any third party and sign NDA with TCIL.

- END OF SECTION 4 -

SECTION 5

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

5 BILL OF QUANTITY (BOQ)

A. For Organic (Unpaid) Social Media Content Marketing

S. No.	Item Description	Frequency No.	Duration	Total No. of countries
1	Social Media Content Creation and Management for four platforms – Facebook, Twitter, Instagram, and LinkedIn –as per the defined scope of work.	Daily updates across all platforms (like approved News, Photos, Videos and Articles etc.)	12 months	10
2	Video content creation	Minimum 10 videos per month		

B. For Paid (Inorganic) Social Media Content Marketing

S. No.	Item Description	Frequency No.	Durations	Total No. of countries
1	Facebook post boosts, retargeting campaign and ad campaigns	Daily for Target Group in African countries	12 months	10
2	Twitter tweet boosts and ad campaigns			
3	Google Ads PPC			
4	LinkedIn post boosts and ad campaigns			
5	Instagram page promos and post boosts integrated with Facebook			
6	Email Marketing campaigns	Weekly	12 months	10
7	News Letter Campaign	Weekly	12 months	10

- END OF SECTION 5 -

SECTION – 6

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

6 SCOPE OF WORK & TECHNICAL SPECIFICATIONS

6.1 PROJECT BACKGROUND:

The first phase of this project, called “Pan African e-Network Project (PAeNP)” was conceived by former President of India Late Dr. A.P.J. Abdul Kalam. The project was launched in 2009 and was successfully concluded on 30th Sept. 2017. The network provided education and medical services through telecommunication links (MPLS/IPLC/satellite based) between Universities in India with Universities in Africa and Hospitals in India with Hospitals in Africa.

Subsequent to completion of this project, the Ministry of External Affairs (MEA), Govt. of India, has approved the launch of a technologically upgraded PAeNP-Phase-I, now called the e-VBAB Network Project to continue providing Education and Healthcare services to African countries for another 5 years. TCIL has been designated as the implementing agency for the e-VBAB Network project and an agreement to this effect was signed between TCIL and the Ministry of External Affairs (MEA), Govt. of India on 10th September 2018. MEA, GOI, is strategic controller and end client for this project.

e-VBAB Network Project is to provide good quality, effective education/ medical services through web portals to the students/ doctors/paramedical staff in Africa for next 5 years, thereafter on a self-sustaining commercial model to:

- i. Provide high-quality Indian education to African students digitally
- ii. To provide CME Service and Tele-consultation services
- iii. Meet education demands in Africa at affordable cost
- iv. Use of internet, dispersion of mobile network connectivity, artificial intelligence (AI) and machine learning to provide personalized learning for African students
- v. Create a sustainable platform for delivery of education services

- vi. To promote a positive brand of the Indian education and medicine services on the African continent
- vii. To meet the growing needs and requirements of foreign students with special emphasis to African countries

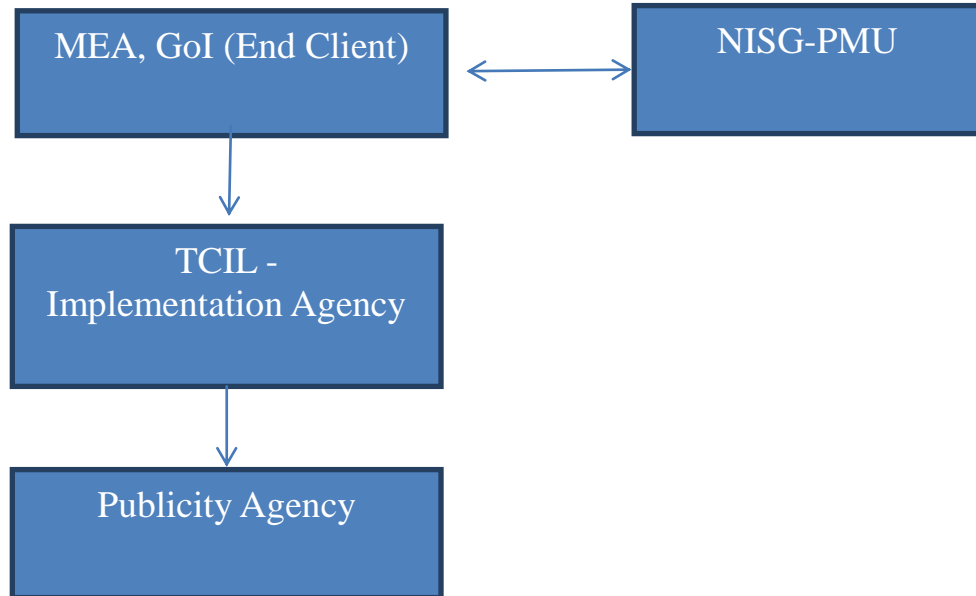
6.2 KEY STAKEHOLDERS OF THE e-VBAB PROJECT:

Following provides the list and brief introduction of e-VBAB stake holders:

S#	Stakeholder	Role of the Stakeholder
1.	Ministry of External Affairs, GoI	Client, Project sponsor and owner of the project.
2.	Telecommunications Consultants India Limited (TCIL)	Implementation agency for MEA.
3.	National Institute of Smart Governance (NISG)	PMU for e-VBAB Network Project
4.	Diplomatic Missions and Posts of India in in foreign countries	Extended arm of MEA, Govt. of India in the foreign countries.
5.	Ministry of Human Resource Development (MHRD)	Owner of SWAYAM portal which will be used for TE services.
6.	IIT Madras	Convener for NPTEL courses and agency hired by MHRD to develop e-VB portal and integrate with SAWAYAM Portal or UGC approved portal of other universities.
7.	M/s Persistent Technology	Technical Manpower provider to IIT Madras for developing e-VidyaBharati Portal.
8.	Ministry of Health and Family Welfare (MoHFW)	Provider of TM services for the E-VBAB Network Project and will provide the e-AarogyaBharati Portal.
9.	Centre for Development of Advanced Computing (C-DAC), R&D organization of the Ministry of Electronics and Information Technology (MeitY)	Developer of e-Sanjeevani TM application software for Ministry of Health, which will be used for running TM-TC services under eVBAB Network Project.
10.	National Medical College Network (NMCN), Ministry of Health & Family Welfare	To provide CME services under e-VBAB Network Project
11.	System Integrator for Infrastructure in African countries	System Integration for e-VBAB Network Project (Africa Equipment)
12.	Indian Universities/Educational and Vocational institutes/ Lecturers/ Professors/ Doctors	For providing Tele-education & CME services under e-VBAB Network Project.

13.	African Universities/ Institutes/ Lecturers/ Professors and African Hospitals/ Doctors/ Nurses/ Paramedical Staff	Beneficiaries of Tele-education & CME services under e-VBAB Network Project.
14.	Indian Hospitals	For providing Tele-medicine & CME services
15.	Lecturers/Professors/Teachers of Indian Universities/Education and vocational institutes	Tele-education course content provider and education imparter
16.	Doctors of the Empanelled Indian Hospitals	<ul style="list-style-type: none"> ➤ CME course content provider and education imparter ➤ TM-TC provider to foreign doctors
17.	African (Foreign) universities	Owner of Local Chapter and user of Learning center created under the e-VBAB Network Project
18.	African (Foreign) students	Beneficiaries of Indian courses
19.	African (Foreign) professionals	Beneficiaries of Indian courses
20.	African (Foreign) doctors	<ul style="list-style-type: none"> ➤ Beneficiaries of Indian CME services ➤ Beneficiaries of TM-TC services
21.	African (Foreign) nurses/paramedical staff	➤ Beneficiaries of Indian CME services
22.	Publicity Agency	➤ Agency hired for publicity and advertisement of project/courses in African countries under the e-VBAB Network Project
23.	Agency for Conducting Exam in Africa	➤ Agency hired for conducting examination at specified African locations.

6.2.1 Project Organization



6.3 INTENT OF THE TENDER:

Intent of the tender is selection of an Agency for Publicity for 12 months of a Pilot Phase of the e-Vidya Bharati Project. The Agency shall conceive strategy, develop, implement and manage social media and digital promotion to meet the following high-level objectives:

1. To develop a positive brand image of Indian education and medical services in African countries.
2. To drive awareness and growth of services being offered under the e-VidyaBharati and e-ArogyaBharati (e-VBAB) project by:
 - a. Consistent monthly growth in engagement rate on shared content on all platforms
 - b. Monitoring users, new users, and sessions on all platforms
 - c. Conversion rate
 - d. Monthly consistency in social media reach for all platforms
3. To gather weekly insights across all four platforms – Facebook, Twitter, Instagram, and LinkedIn – and improve content distribution strategy

The Publicity Agency shall be responsible for the following:

1. **Strategy Report:** Research defined target African countries to create a strategy report that outlines goals and objectives using SMART criteria, breakdown of target audiences, first 30-day editorial calendar, key performance indicators (KPIs) for monitoring success on four channels – Facebook, Twitter, Instagram, and LinkedIn – along with a channel strategy for all channels, and finally the integration of social media marketing, lead generation, newsletter and email marketing. Search Engine Marketing (SEM) with Google Ads should also be included in the report.

2. Social Media Marketing (SMM)

- a. Output Deliverables
 - i. Regular 30-day editorial calendar with a content plan for organic (unpaid) and paid (inorganic) posts and generation/submit one last week of every month.
 - ii. Design and submit for approval templates of creatives for social media posts for various content types with appropriate dimensions for each social

media platform, for instance, banners, headers, quote posts, infographics, etc.

- iii. Perform A/B test on copy and creatives to determine performance.
- iv. Create launch plan (with page info, integration with Indian Mission pages, etc.) prior to officially publishing pages and posting content for all social media pages (text and visual).
- v. Manage all social media pages based on the approved editorial calendar.
- vi. Manage live streaming on Facebook, Twitter, and Instagram during live events.
- vii. Respond to inbox messages and post comments within 24 hours, along with forwarding important, relevant messages to appropriate teams or individuals.
- viii. Manage retargeting campaigns for different segmented audiences to drive high conversions and increased click-through-rates (CTRs).
- ix. Manage Cost per Acquisition (CPA), paid ads, weekly reports on performance based on the defined and approved KPIs, and sentiment analysis from regular social listening.

3. Lead Generation

- a. Generate leads using Google Ads and Paid Per Click(PPC)
- b. Record leads generated via social media campaigns (organic and paid).

4. Email Marketing

- a. Output Deliverables
 - i. Regular 30-day email distribution calendar.
 - ii. Design email templates and email headers and submit for approval.
 - iii. Share regular emails with leads generated with high-impact text, appropriate call-to-actions (CTAs), engaging audio-visual content to increase conversions.
 - iv. Bi-weekly or monthly reports of email marketing success metrics.
 - v. Weekly newsletters to all subscribers

6.4 SCOPE OF THE TENDER:

The scope of services includes organic (unpaid) and paid (inorganic) Social Media Content Marketing:

6.4.1 Scope of organic (unpaid) Social Media Content Marketing shall include:

Design and submit for approval templates of creatives for social media posts for various content types with appropriate dimensions for each social media platform, for instance, banners, headers, quote posts, infographics, etc.

1. Content to be shared based on approved editorial calendar can be of these following types:
 - a. Static visual posts that are optimized in dimension and text overlay for all four social media channels
 - b. Approved infographics with project-related data
 - c. Videos
 - d. Approved thought leadership articles by third-parties
 - e. Share only relevant content directly on pages from other Indian Missions.
 - f. Manage live streams and videos on Facebook during live events
2. Perform initial and regular A/B tests on copy and creatives to determine best-performing ad campaigns.
3. Regular 30-day editorial calendar with a content plan for organic (unpaid) and paid (inorganic) posts and generation/submit one last week of every month.
4. Create a Launch Plan that includes: info for all pages, initial creatives, integration of social media handles of Indian Missions, creation of Paid Ad accounts, page promotion ad campaign content, etc.
5. Launch and manage all social media handles/pages along with their Ad Accounts based on approved 30-day editorial calendar for organic and paid content.
6. Respond to post comments within 24 hours in a professional and engaging manner with text that is approved prior to launch of pages.
7. Document all inbox queries and forward relevant messages within 24 hours.
8. For paid ad campaigns on Facebook, Twitter, Instagram, and LinkedIn, custom audiences will be defined in the Strategy Report and edited (if needed), based on performance reports. Targeting of custom audiences should be done on the following basic attributes:
 - Age
 - Geographical location (country or city)

- Behaviors
 - Interest-based
 - Keyword-based
9. Manage Cost per Acquisition (CPA), paid ads, weekly reports on performance based on the defined and approved KPIs, and sentiment analysis from regular social listening.
 10. Create and manage retargeting campaigns based on segmented audiences and include reports in weekly performance report.
 11. If needed, revise content distribution strategy for organic and paid posts based on weekly performance reports.
 12. Update header and creative banners every three months upon approval.
 13. Articles and Blogs on regular basis.

Content Creation

The agency must design and share content templates appropriate for social media for approval before publishing anywhere online. Content message and design thereon should be consistent with the established brand style for all digital promotional material. The content can, but is not limited to, be in the form of images, videos, infographics, etc. The language may be in English, Arabic, French and/or Portuguese.

Content should be flexible to share in different formats for optimized delivery on Google for SEO (search engine optimization) purposes, and for mediums including blogs, white papers, e-books, case studies, how-to guides, question and answer articles, forums, news and updates, images, banners, infographics, podcasts, webinars, videos, or content for microblogging.

Social Media Marketing (SMM)

The agency must ensure that all social media content marketing efforts drive traffic to the intended site (eVidya Bharati portal) or any approved landing page using the four social media channels – Facebook, Twitter, Instagram, and LinkedIn –for tele-education promotional activities. Frequency will be determined based on the approved editorial calendar.

Retargeting and Remarketing

Retargeting campaigns work by keeping track of people who visit your site and displaying your retargeting ads to them as they visit other sites online. Technically, all it requires is a JavaScript tag to be placed on the website, which classifies as a cookie on the user's end. It drives high click-through rates (CTRs) and increased conversions.

This project will require data-driven retargeting ads to be created, managed, and monitored. All ads will be backed by performance metrics to ensure high conversion rates and CTRs.

Lead Generation

Lead generation strategies build inbound leads. Combined with social media content marketing and email marketing campaigns, this project's success relies on all working in tandem to drive conversions. Leads will need to be qualified under different lists so they may be targeted appropriately with relevant information.

6.4.2 Scope of paid (inorganic) Social Media Content Marketing shall include:

- 1. Paid social media:** Running paid campaigns and regular post boosts customized for the Ad Accounts for all four social media channels.
- 2. Content Development:** The regular 30-day editorial calendar must include paid boosts and ad campaigns, along with data projections. The templates of all ads must be submitted for approval prior to publishing.
- 3. Monitoring and Performance Reporting:** Along with daily monitoring, weekly performance reports with key performance indicators (KPIs) and metrics will need to be submitted. All data and campaign costs must be recorded and/or collected regularly to ensure accountability and the project's success.
- 4. Email Marketing and Newsletters campaigns:** Email/Newsletter marketing campaigns will deliver relevant information to different segments of defined audiences, based on their level of interest, and where they are situation in the marketing funnel. Target audiences' lists will be created based on existing databases (if any), or people who have subscribed to a list using contact forms, etc.

The emails/Newsletters are meant to have an appropriate frequency and approved templates with CTA's that have compelling copy and an eye-catching design to grab subscriber's attention.

6.5 Indicative frequency of promotions:

A. On organic content

S. No.	Item Description	Frequency No.	No. of months	Total No. of countries
1	Social Media Content Creation and Management for four platforms – Facebook, Twitter, Instagram, and LinkedIn –as per the defined scope of work.	Daily updates across all platforms (like News, Photos, Videos and Articles etc.)*	12 months	10
2	Number of videos to be made that will be shown on different social sites i.e. Youtube, Facebook, Instagram, Twitter etc.	Minimum 10 videos per month*		

***Note: the above frequency is only indicative, the frequency of certain actions may increase during the launch of the project/courses/events.**

B. On Paid Social Media:

S. No.	Item Description	Frequency No.	Durations	Total No. of countries
1	Facebook post boosts, retargeting campaign and ad campaigns	Daily* for Target Group in African countries	12 months	10
2	Twitter tweet boosts and ad campaigns			
3	Google Ads PPC			
4	LinkedIn post boosts and ad campaigns			
5	Instagram page promos and post boosts integrated with Facebook			
6	Email Marketing campaigns	Weekly*		
7	News Letter Campaign	Weekly*		

***Note: the above frequency is only indicative, the frequency of certain actions may increase during the launch of the project/courses/events. The frequency may also vary as per allocated budget for paid campaigns.**

6.6 Expected Outcomes

It is expected that the Social Media Content Marketing will drive the following combined outcomes across all four platforms:

Metric	Minimum or Range	What does it demonstrate?
Reach	30,000 – 80,000 daily/Country	Eyeballs on organic and paid content
CPA (cost per acquisition)	< 0.02	Determines return on investment (ROI) for lead gen
Landing Page or Website Views (Inbound Traffic)	> 500 weekly/Country	If CTA (call-to-actions) are effective
Conversion Rate	> 2%	Effectiveness of ad campaigns
Engagement	> 500 daily/Country	Content engagement
Application Submission Figures	> 500 monthly or > 2,000 quarterly or > 7,000 yearly/Country	Success of project

SECTION- 7 –Price Offer Schedule

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

The bidder shall quote the prices in the following format:

A. Organic Social Media

S. No.	Item Description	Duration (I)	Total No. of countries (II)	Unit price per month per country (III)	Total price without taxes (IV) = (I) X (II) X (III)	Applicable Taxes (V)	Total price including taxes (VI) = (IV) + (V)
1	<ul style="list-style-type: none"> Social Media Content Creation and Management for four platforms – Facebook, Twitter, Instagram, and LinkedIn –as per the defined scope of work. 	12 Months	10				
2	<ul style="list-style-type: none"> Video content creation 	12 Months	10				
Grand Total							

A. Paid Social Media

S. No.	Item Description	Duration (I)	Total No. of countries (II)	Unit price per month per country (III)	Total price without taxes (IV) = (I) X (II) X (III)	Applicable Taxes (V)	Total price including taxes (VI) = (IV) + (V)
1	Facebook post boosts, retargeting campaign and ad campaigns	12 Months	10				
2	Twitter tweet boosts and ad campaigns	12 Months	10				
3	Google Ads	12 Months	10				
4	LinkedIn post boosts and ad campaigns	12 Months	10				
5	Instagram page promos and post boosts integrated with Facebook	12 Months	10				
6	Email Marketing campaigns	12 Months	10				
7	News Letter Campaign	12 Months	10				
Grand Total							

Note: All prices to be quoted in INR.

END OF SECTION 7 –

SECTION-8- BID SUBMISSION FORM

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

BID SUBMISSION FORM

Offer No.: _____

Date: _____

To

Group General Manager (MM)
Telecommunications Consultants India Limited
TCIL Bhawan, Greater Kailash-I
New Delhi-110 048 (INDIA)

Dear Sir,

In response to your above Tender, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorized Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. TIN Number : _____

- State : _____
11. GST Regn. No. with address : _____
12. ECC Number : _____
13. Beneficiary's complete bank details in case payment through LC is approved
- Bank Account No. : _____
- IFSC / NEFT Code : _____
- Name of the Bank : _____
- Address of the Branch : _____
14. Particulars of EMD
- Amount : Rs. _____
- Mode of Payment (DD/BG) : _____
- DD/BG No. : _____
- Date : _____
- Name of the Bank : _____
- Address of the Bank : _____
- Validity of BG : _____
15. Particulars of Tender Fee
- Amount : Rs. _____
- DD No. : _____
- Date : _____
- Name of the Bank : _____
- Address of the Bank : _____
16. Average Annual Turnover of the Bidder in last 3 years ending 31.03.2019. (Please submit copy of audited Annual Report).

Year	Annual Report attached at Page No.	Turnover in Rs. (Crores)
Average Turnover		

17. Details of similar work / order executed during last 3 years ending 31.03.2019.

(Please submit copy of completion certificate from the client)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

18. Are you a MSE Unit. If yes, please furnish Registration Details, Name of the DIC / State, whether SC/ST or not. All details are mandatory.

19. Company's Net worth as on 31.03.2019 (Rs in crores):

20. Sanctioned Cash Credit Limit and Sanctioned BG Limit as on or after 31.03.2019 (Rs. in Crores):

21. Information on current commitments /Ongoing Projects. Work orders are required to be attached for reference.

Sl. No	Brief Details of Project/ Work Order	Contract Date	Contract Value(lakhs)	Contract Completion Date	Value of outstanding work (lakhs)
1.					
2.					
3.					
4.					

22. Following Documents are submitted to substantiate other eligibility criteria.

- i) _____
- ii) _____
- iii) _____

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexure and Enclosures.

Place: _____ Signature of Authorized Signatory

Date: _____ Name:

Designation:

Seal:

- END OF SECTION 8-

SECTION- 9- ANNEXURES

Tender No.: TCIL/15/1853/I/19-MM/18E

30.08.2019

ANNEXURE-1- Bid Covering Letter

[To Be Furnished on the Letterhead]

GGM(MM),
TCIL Bhawan, Greater Kailash-1
New Delhi-110048.

Subject: Submission of the bid for the Tender No. <Ref No.>dated <date>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the TCIL on tender for <Name of the tender> with your Tender Number <tender no.> dated <insert date> and our Bid.

We are hereby submitting our Bid online, which includes this Prequalification Bid, Technical bid and the Financial Bid.

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

We undertake, if our Bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the tender document. We would hold the terms of our bid valid for 180 days as stipulated in the tender document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:
Location:
Date:

ANNEXURE-2- Eligibility/Pre-Qualification Criteria Compliance & Supporting Documents

S. No.	Eligibility	Documents Required	Compliance	Reference & Page No.
<u>1</u>	The Bidder should be registered in India under Companies Act, 1956 or as amended.	Copy of Certificate of Incorporation/ Registration		
		Copy of MOA & AOA		
	The Bidder should be in operation in India for a period of at least 5 years as on 31st March 2019.	Copy of PAN Card & GST		
<u>2</u>	<p>The Bidder should have minimum average annual turnover of Rs. 55 Lakhs (Rs Fifty Five Lakhs) from business in India for the last three financial years (FY 16-17, FY 17-18, FY 18-19).</p> <p>For MSEs:</p> <p>The Bidder should have minimum average annual turnover of Rs. 44 Lakhs (Rupees Forty four Lakhs only) from business in India for the last three financial years (FY 16-17, FY 17-18, FY 18-19).</p>	Audited balance sheet of last three years with CA certificate.		
<u>3</u>	The Bidder should have positive net-worth and should not be loss making in the last 3 (three) financial years as on 31.03.2019.	Audited balance sheet of last three years with Certificate from the Statutory Auditor on net worth.		

S. No.	Eligibility	Documents Required	Compliance	Reference & Page No.
<u>4</u>	<p>The Bidder should have successfully completed project for publicity and advertisement covering social media marketing/digital marketing.</p> <p>Each project of minimum INR 88 Lakhs (Rupees Eighty Eight Lakhs) or two similar projects of minimum INR 66 lakh (Rupees Sixty Six Lakh) or three similar projects of minimum INR 44 lakhs (Rupees Forty Four Lakh), in India or abroad in last 3 years ending 31st March, 2019.</p> <p>For MSEs:</p> <p>Each project of minimum INR 70 Lakhs (Rupees Seventy Lakhs) or two similar projects of minimum INR 44 lakh (Rupees Forty Four Lakh) or three similar projects of minimum INR 33 lakh (Rupees Thirty Three Lakh), in India or abroad in last 3 years ending 31st March, 2019</p>	<p>Work order + Completion Certificates from the client/ Go Live Certificate from the client.</p> <p>Work Order + Phase Completion Certificate by client</p>		
<u>5</u>	<p>The Bidder should have following valid certification:</p> <ul style="list-style-type: none"> • ISO 9001:2015 • ISO 9001:27001 	Copy of relevant certificates		
<u>6</u>	The Bidder should not be debarred/ blacklisted by any Union Govt./State Govt. /PSU in India as on date of submission of the Bid.	Undertaking signed by the Company Secretary of the Bidder.		

S. No.	Eligibility	Documents Required	Compliance	Reference & Page No.
<u>7</u>	The Bidder should have at least 10 numbers of experienced professionals (5 in the area of Social Media Management for platforms like Facebook, Twitter, Instagram, etc. and 5 in the area of content development and video publishing management for platforms like YouTube, etc.).	Undertaking on Bidder's letter head. CVs of the professionals.		
<u>8</u>	Similar Work Experience: The bidder should submit their project experience over last three years ending 31.03.2019	Purchase orders/Work order, completion certificate.		
<u>9</u>	Bidder must have worked with at least 5 Indian Embassies in the last 3 years.	Purchase orders/Work order, completion certificate.		

ANNEXURE-3:Project Citations Details

General Information	
Name of the Project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of the Bidder	
Activities completed by the bidding entity as on bid submission date (if the project is ongoing, stages/phases/milestones completed must be clearly mentioned)	
Other Details	
Contract Value of the Bidder (in INR)	
Status of the Project (Ongoing/Completed)	
Start Date	
Completion Date	
Mandatory Documents Submitted	
Work Order/ Purchase Order/ Agreement	Yes/ No
Completion/ Installation/ Phase completion Certificate	Yes/ No

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Business Address:

Date:

Seal:

ANNEXURE-4:Declaration that the bidder has not been Blacklisted

[To be submitted on the Letterhead of the Bidder]

No.

Date:

To:

Group General Manager (MM)
Telecommunications Consultants India Limited
TCIL Bhawan, Greater Kailash-I
New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for Tender No. <Ref No.>dated <date>

Dear Sir,

We confirm that our company, _____, is not debarred/ blacklisted in any manner whatsoever by any Union Govt./State Govt. /PSU in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Business Address:

Date :

Seal :

ANNEXURE-5 FORMAT OF BID BOND (EMD)- Bank Guarantee for Earnest Money Deposit

To:
GGM(F&A),
TCIL Bhawan, Greater Kailash-1
New Delhi-110048.

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority
Name

Name & Signature of witness

Address of witness

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

ANNEXURE-6- Format for Clause by clause compliance of tender

S. No.	Clause No.	Clause details	Compliance (Yes/ No)	Remarks (if any)	Readiness from Day 1/ Schedule for readiness

ANNEXURE-7- FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Manager
Seal of Bank

ANNEXURE-8- Format for Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to the tender for the Project _____ (name of the Project), including signing and submission of the tender response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works, including signing of all Agreements with _____ (Client) in relation to the said Tender and thereafter till the expiry of the Agreement. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20xx

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Note:

- To be executed by all the members individually.
- Members also needs to submit Board Resolution.

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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE-9- Integrity Pact

General

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, Telecommunication Consultants India Limited (TCIL) acting Through,(Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and (Name of the company) represented by Authorised Signatory (Name & Designation of the officer) (hereinafter called the "BIDDER" /"SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid against Tender/RFO/EOI/RFP/RFQ/Tender for the " _____ " (Name of the Stores/Equipment/Services, Ref No: date) and the "BIDDER" /"SELLER" is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership Firm/Proprietorship Firm/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking.

NOW, THEREFORE

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

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract(s) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract(s), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift,

reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract(s) in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract(s).

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the CMD, TCIL any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract(s) process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract(s) would not be stalled.
 3. Commitments of BIDDERS
The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract(s) or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract(s) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract(s).
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract(s) or forbearing to do or having done any act in relation to the obtaining or execution of the contract(s) or any other contract(s) with TCIL for showing or forbearing

to show favour or disfavor to any person in relation to the contract(s) or any other contract(s) with TCIL.

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

The BIDDER shall not pass any information provided by the BUYER as part of business relationship to others and not to commit any offence under PC / IPC Act.

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

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 3.14 The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.
- 3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives or deems and for a bribe or illegal payment benefit and
 - (i) If comes to know of any unethical or illegal practice in BUYER. (ii) If he makes any payment to any BUYER Associate.
- 3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact in case of further sub-contracting by the bidder. The BIDDER will undertake the responsibility of the adaptation of IP by all their sub-contractor(s).
- 3.17 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the previous years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract(s), if already awarded, can be terminated for such reason.

5 Sanctions for Violations

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract(s) is/are signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract(s), if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract(s), such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii) To debar the BIDDER from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract(s).
 - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract(s) signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi) Any other action as decided by CMD, TCIL based on the recommendation by Independent External Monitors (IEMs).
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1(i) to (xi) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- 5.4 For any breach of the provisions of Clauses 1.1 to 1.3 by the Buyer, action as mentioned at Clause 2 shall be applicable.
6. Independent External Monitor (IEMs)
- 6.1 The BUYER has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are given on TCIL Website.
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently . They report to the CMD, TCIL.

- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the CMD, TCIL. The IEM can in this regard submit nonbinding recommendations. If TCIL has not, within the reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Board of Directors, TCIL.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the CMD, TCIL within 10 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word 'IEM' would include both singular and plural.

7. Facilitation of investigation

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

8. Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. New Delhi).

9. Other Legal Actions

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

- 9.2 The arbitration clause provided in the tender document /contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- 9.3 Bidder signing the IP shall not approach the courts while representing the matter with IEMs and the bidder shall wait for their decisions in the matter.

10. Validity

- 10.1 The validity of this Integrity Pact shall be from the date of its signing till final completion of the project that is the complete execution of the contracts to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after twelve months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.3 If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, TCIL.
- 10.4 Changes and supplements need to be made in writing.
- 10.5 If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members .

11. The parties hereby sign this Integrity Pact at Delhi on

BUYER (TCIL)

BIDDER()

<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>
Address:	Address:
M/s. Telecommunications Consultants India Ltd.	

<i>Witness1:</i>	<i>Witness1:</i>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>
<i>Address:</i>	<i>Address:</i>
<i>Witness2</i>	<i>Witness 2:</i>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>
<i>Address:</i>	<i>Address:</i>

ANNEXURE – 10- List of Countries

S.No	Country Name*
1	Ghana
2	Tanzania
3	Ethiopia
4	Democratic Republic of Congo
5	Malawi
6	Zambia
7	Uganda
8	South Sudan
9	Kenya
10	Morocco

*The above list is only indicative and may change if required