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Addendum No.1

BID SECURITY-DECLARATION

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

To,

General Manager (HR & Admn.)
EdCIL (India) Limited
EdCIL House, Plot no. 18 A, Sector-16 A,
Noida – 201301 (U.P.)

Sir,

In response to the EOI No. _____ dated _____ 2022 for empanelment of Advertising Agencies, I/We hereby undertake not to withdraw or modify our submitted bid during the period of validity and on award of the contract. We commit ourselves to submit the prescribed performance security within stipulated deadline defined in EOI Document failing which our organization can be suspended for a year from being eligible to submit bid for contract/tender/EOI invited by EdCIL (India) Limited.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Addendum No.2

19.2 ELIGIBILITY CRITERIA

S.No.	Qualification as per EOI	Revised Qualification	Documentary Evidence to be attached
1	The agency should be an Indian registered company/ Limited Liability Partnership (LLP)/ Proprietorship firm engaged in the job of advertising for minimum of 3 years in India as on 31 st March 2021 Consortium of companies/ service providers is not allowed.	The agency should be an Indian registered company/ Limited Liability Partnership (LLP)/ Proprietorship firm engaged in the job of advertising for minimum of 3 years in India as on 31 st March 2021 Consortium of companies/ service providers is not allowed.	Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP or Trade license
2	The agency should have full and continuous Indian Newspaper Society accreditation for the last 3 years and should be valid as on the date of submission of response against EOI.	The agency should have full and continuous Indian Newspaper Society accreditation for the last 3 years and should be valid as on the date of submission of response against EOI.	Copy of self attested accreditation certificate to be submitted against the EOI. EdCIL may ascertain accreditation status from INS.
3	The agency should be a profit-making concern for the last three financial years, with minimum Average Annual turnover of at least Rs.15 Crores in last 3 years.	The agency should be a profit-making concern for the last three financial years, with minimum Average Annual turnover of at least Rs.15 Crores in last 3 years.	A certificate of Turnover from Chartered Accountant for the last three financial years (i.e. 2018-19, 2019-20, 2020-21).
4	The agency must have successfully handled at least 2 advertisement campaigns in the last one year to be reckoned from due date of submission of response against this EOI.	The agency must have successfully handled at least 2 advertisement campaigns in the last 3 years to be reckoned from due date of submission of response against this EOI.	Creative along with tear sheets of at least 3 different publications for print media and/or copy of TV commercials along with attested copies of work orders and completion certificate. (Hard copies to be submitted)
5	At least two assignments for designing and printing of Annual Report, Diaries/Calendars and Corporate Brochure of either of the following during the last two years to be	At least two assignments for designing and printing of Annual Report, Diaries/Calendars and Corporate Brochure of either of the following during the last three years to be reckoned from the date of submission of EOI:	One copy of each of the Annual Report/Corporate Brochure along with copies of work orders and completion certificates.

	<p>reckoned from the date of submission of EOI:</p> <ul style="list-style-type: none"> A company whose equity shares are listed on NSE or BSE. The company should be listed as on date of submission of response. <p>Ministry/Department of GOI including PSU.</p>	<ul style="list-style-type: none"> A company whose equity shares are listed on NSE or BSE. The company should be listed as on date of submission of response. Ministry/Department of GOI including PSU. 	<p>(Hard copies of samples to be submitted)</p>
6	<p>At least two assignments involving designing, fabrication and installation of pavilions at an exhibition conducted at national/international city for development of commercial/educational activities in India and abroad during the last two years to be reckoned from due date of submission of EOI.</p>	<p>At least two assignments involving designing, fabrication and installation of pavilions at an exhibition conducted at national/international city for development of commercial/educational activities in India and abroad during the last three years to be reckoned from due date of submission of EOI.</p>	<p>Photographs of pavilions/stalls put up along with copies of work orders and completion certificates.</p> <p>(Hard copies of photographs to be submitted)</p>
7	<p>At least one assignment of an AV/Film/multimedia during the last two years to be reckoned from the date of submission of EOI.</p>	<p>At least one assignment of an AV/Film/multimedia during the last three years to be reckoned from the date of submission of EOI.</p>	<p>Copy of film in CD along with copies of work orders and completion certificates.</p> <p>(Hard copy to be submitted)</p>
8	<p>The agency should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.</p>	<p>The agency should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.</p>	<p>Declaration as per proforma</p> <p>The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)</p> <p>(Hard copy to be submitted)</p>

Addendum No.3**Annexure-7****PROFORMA PRE CONTRACT INTEGRITY PACT****GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2022, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

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

WHEREAS the EdCIL Empanel the Agency for release of advertisement & other services referred in the EOI No. EdCIL/Admin./Empanelment Advt. Agencies/2022 dated 19th July,2022 for the Period of two years from 2022-23 to 2023-24.

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2022 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from

the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

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

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

- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

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

5. EARNEST MONEY DEPOSIT

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 80,000/- as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 SANCTIONS FOR VIOLATIONS

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

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER

or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

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

8. FACILITATION OF INVESTIGATION

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

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. EdCIL/Admin./Empanelment Advt/2022 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

EdCIL (India) Limited
NAME OF THE OFFICER
Designation

BIDDER
CHIEFEXECUTIVE OFFICER

Witness

Witness

1.
2.

1.
2.

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