



(A Government of India Enterprise)

You focus on exports. We cover the risks.

INVITATION FOR EXPRESSION OF INTEREST

**FOR EMPANELMENT OF ADVERTISING AGENCIES FOR MARKETING AND
PUBLICITY ACTIVITIES OF THE COMPANY**

Ref: ECGC/NMD/101/02/2023-24

Date: 18/08/2023

ECGC LIMITED

ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road,

Andheri East, Mumbai – 400069

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Section – 1

1. Introduction

1.1. Invitation to Agencies/Entities

By way of this Document, (hereinafter also referred to as 'the Document') **ECGC Limited** (hereinafter referred to as 'ECGC'), a Company wholly owned by Government of India and set up in 1957, invites Expression of Interest (EOI) from Agencies/Entities from Mumbai for marketing and publicity activities of the Company (hereinafter referred to as ('**Agencies/Entities**'.) for “**Empanelment of Advertising Agencies for marketing and publicity activities of the Company**” for a period of two years.

The “EOI” along with supporting documents would be received in physical form only.

The Agencies/Entities are advised to study this Document carefully. Submission of EOIs shall be deemed to have been done after careful study and examination of this Document with full understanding of its implications.

Please note that all the required information as sought in this Document shall be provided by the Agencies/Entities. Incomplete information may lead to rejection of the EOI at the initial stage only. The Company reserves the right to change the dates mentioned in this Document, and such change shall be displayed on ECGC's website. ECGC reserves the right to amend, rescind or reissue this invitation. All subsequent amendments, if any to this Document shall be displayed at ECGC's website only.

1.2. Schedule of Events

| | |
|---|--|
| Invitation for EOI Document Availability | This invitation for EOI Document will be published on the website of ECGC on: 18/08/2023 |
| Last date of submission of EOI | 08/09/2023 |
| Opening of EOI | 11/09/2023 |
| <u>Contact Details:</u> Assistant General Manger (AGM) (NMD): 022-66590770 Manager (NMD): 022-66590775 | |
| Address for Communication and submission of Bid. | General Manager (NMD) ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road Andheri East, Mumbai – 400069 |
| All correspondence / queries relating to this EOI Document should be sent to following email ID only | marketing@ecgc.in |

NOTE: Timelines are subject to change at the sole discretion of ECGC Ltd.

Section - 2

2. Disclaimer

The information contained in this Document or information provided subsequently to Agencies/Entities in documentary form by or on behalf of ECGC, is provided to the Agencies/Entities on the terms and conditions as set out in this document and all other terms and conditions subject to which such information is provided.

This Document is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of EOI. The purpose of this Document is to provide the Agencies/Entities with information to assist the formulation of their EOI.

This Document does not claim to contain all the information each Agency/Entity may require. ECGC shall incur no liability under any law, statute, rules, or regulations as to accuracy, reliability, or completeness of this Document. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Document.

ECGC reserves the right to reject any or all the EOIs received in response to this Document at any stage without assigning any reason whatsoever. The decision of ECGC in this regard shall be final, conclusive, and binding on all the parties. The information provided by the Agency/Entity in response to this Document will become the property of ECGC and will not be returned. No contractual obligation whatsoever shall arise from this process of Empanelment until a Work Order is issued to the Agency/Entity.

Section - 3

3. Instructions for Agencies/Entities

3.1. General Instructions

- 3.1.1** Before empanelment of Agency/Entity, the Agencies/Entities are requested to visit ECGC's website <https://www.ecgc.in> and carefully examine this Document and the Terms and Conditions of the Empanelment at **Annexure 5** therein, and if there appears to be any ambiguity or discrepancy between any terms of this Document and the Letter of Empanelment, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** Interested Agency/Entity fulfilling the eligibility criterion as outlined in "**Annexure – 7**" may submit its EOI.
- 3.1.3** The Agency/Entity, for the purpose of submitting EOI, shall complete in all respects, the form(s) annexed to this Document, and furnish the information/ documents, called for therein, and shall sign and put date on each of the forms/documents in the space provided therein for the purpose. The Agency/Entity shall affix its initial on each page of the EOI Documents.
- 3.1.4** The EOI shall be signed by a person or persons duly authorized by the Agency/Entity with signature duly attested along with the seal of the Agency/Entity.
- 3.1.5** The EOI shall contain the address, Tel. No., and e-mail id of the Agency/Entity, for the purpose of serving notices required to be given to the Agency/Entity in connection with the EOI.
- 3.1.6** The EOI Application form and the supporting documents shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter, otherwise it shall not be entertained for the empanelment of Agency/Entity.
- 3.1.7** The Agency/Entity, irrespective of its participation in the empanelment of Agency/Entity, shall treat the details of the documents as privileged, secret, and confidential.

- 3.1.8** ECGC shall have the right to reject any EOI without assigning any reason whatsoever. ECGC also reserves the right to re-issue this Document.
- 3.1.9** Each Agency/Entity can submit only one EOI.
- 3.1.10** The Agency/Entity should commit to provide the services desired by ECGC for the entire duration of the engagement, at the agreed terms and conditions.
- 3.1.11** No questions or items in the annexures shall be left blank or unanswered. In case the Agency/Entity has no details or answers to be provided in the EOI Form, a 'No' or 'Nil' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.12** EOI not conforming to the requirement of this document may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of this document.
- 3.1.13** EOI must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events" in this Document.
- 3.1.14** ECGC is not responsible for non-receipt of EOI within the specified date due to any reason including postal delays or holidays.
- 3.1.15** Any EOI received after the deadline for submission of EOI prescribed, will be rejected, and subsequently destroyed. No EOI shall be returned.
- 3.1.16** ECGC may, at its discretion, extend the deadline for submission of EOI by amending the appropriate terms and conditions in this Document, in which case, all rights and obligations of ECGC and Agencies/Entities previously subject to the deadline will thereafter be subject to the extended deadline, which would also be published on ECGC's website.
- 3.1.17** ECGC reserves the right to accept or reject any EOI or to cancel the process of empanelment of Agencies/Entities and reject all EOI at any time prior to empanelment, without incurring any liability to the affected Agency/Entity. All decisions taken by ECGC are binding and final.
- 3.1.18** ECGC reserves the right to verify the validity of EOI information and reject any EOI, where the contents are found incorrect whether partially or fully, at any time during the process of EOI or even after the empanelment or even after issue of Work Order.
- 3.1.19** The EOI is liable to be disqualified in the following cases:

- i. EOI not submitted in accordance with this Document and prescribed format;
- ii. EOI received is in incomplete format;
- iii. EOI is not accompanied by all requisite supporting documents;
- iv. EOI is received after the prescribed due date.

3.1.20 The EOI once submitted cannot be modified or altered.

3.1.21 The Agency/Entity shall bear all costs associated with the preparation and submission of its EOI, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process.

3.2. Scope of Work

The Scope of Work is as per **Annexure 1**.

3.3. Rights of ECGC:

While examining EOI, ECGC reserves the right to delete or reduce any item or section contained in this Document or in the Scope of Work without assigning any reason thereof.

3.4. Queries:

- i. The Agencies/Entities having any doubt/ queries/ concerns with any clause of this Document or selection process shall raise their concern within 3 (three) days of release of this Document in the format annexed at **Annexure – 2**, only through the email id provided i.e., marketing@ecgc.in. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the deadline of 3 (three) days from the release of EOI document.
- ii. ECGC would issue clarifications/ amendments in writing via e-mail/website and the same will become part of this Document.

3.5. Empanelment process for Agency/Entity:

3.5.1 The interested Agencies/Entities should submit their EOI in a sealed NON-WINDOW envelope superscripted with **'EMPANELMENT OF**

ADVERTISING AGENCY FOR MARKETING AND PUBLICITY ACTIVITIES OF THE COMPANY - EXPRESSION OF INTEREST'- before the last date of submission of EOI.

3.5.2 The EOI shall be signed by the Agency/Entity or a person or persons duly authorized to bind the Agency/Entity to a Contract. The envelope shall be addressed to ECGC at the said address given in Section 1.2; The envelope shall contain completely filled documents in the following order:

- (i) Annexure – 4: Format for application duly filled in and applicable supporting documents as documentary evidence of eligibility;
- (ii) Annexure – 3: Acknowledgment;
- (iii) Annexure – 6: Bank Details.
- (iv) Annexure – 7: Eligibility Criteria
- (v) Annexure-8: Code of Integrity

3.5.3 All envelopes should indicate the name and address of the Agency/Entity on the cover.

3.5.4 If the envelope is not sealed and marked, ECGC will assume no responsibility for the EOI misplacement or its premature opening.

3.6. Modification and withdrawal of EOI

3.8.1 The Agency/Entity, if after evincing interest in participating in the empanelment process, wishes to withdraw from the same, the Agency/Entity may do so without any penal action including debarment or exclusion from future EOIs/LTEs / contracts / business, provided the Agency/Entity submits its decision to the Company in writing, along with its reasons for the same.

3.7. Opening and evaluation of EOI:

3.7.1 Opening of EOI by ECGC

- I. ECGC reserves the right to open the EOI soon after the cutoff time and date specified in this Document.

- II. ECGC will examine the EOI to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the EOIs are generally in order.
- III. Prior to the detailed evaluation, ECGC will determine the responsiveness of each EOI to this Document. For purposes of these clauses, a responsive EOI is one, which conforms to all the terms and conditions of this Document without any deviations.
- IV. Only those Agencies/Entities and EOIs which have been found to be in conformity of the terms and conditions of EOI during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.
- V. Agencies/Entities participating in the empanelment process shall give as a part of the proposal documents a statement/ acknowledgement on their letter head, as per the format provided under **Annexure – 4**.
- VI. No Agency/Entity shall contact ECGC on any matter relating to its EOI, from the time of opening of EOI to the time the empanelment of Agency/Entity is selected.
- VII. Any effort by an Agency/Entity to influence ECGC in its decisions on EOI evaluation, EOI comparison or empanelment may result in the rejection of the Agency's EOI and barring such Agencies/Entities from any future EOIs / contracts / business with ECGC.

3.8 Eligibility and Scoring Criteria

3.8.1 The parameters for evaluation would be based on evaluation of annual turnover, sectors worked in, client base, experience, etc. The evaluation will be for a maximum of 100 marks. Ranking of the Agency/Entity as per the details in the EOI selection will be based on following criteria's:

| S. No. | Criteria and Max Marks |
|---------------|---|
| 1. | Number of years as an establishment as Business Entity. (10 Marks) |
| 2. | Number of years of experience in the field of advertisement in print and electronic media. (10 Marks) |

| | |
|-----|---|
| 3. | The Agency should be registered with GeM portal. (5 Marks) |
| 4. | The Agency should not have been debarred / blacklisted by RBI, IBA and / or by any other Nationalized Bank, Public-Sector Unit or Government Body. A declaration by the agency is to be enclosed. (5 Marks) |
| 5. | The agency should have a full-fledged office in Mumbai having independent media and creative facilities to plan & execute campaigns. (5 Marks) |
| 6. | The Agency should have in-house lab facilities. (5 Marks) |
| 7. | Number of empanelment as advertising agency with PSU/PSB in last 10 years. (10 Marks) |
| 8. | Number of renewals of empanelment as advertising agency with PSU/PSB in last 10 years. (5 Marks) |
| 9. | Number of empanelment as advertising agency with Insurance Companies in last 10 years. (10 Marks) |
| 10. | Number of renewals of empanelment as advertising agency with Insurance Companies in last 10 years. (5 Marks) |
| 11. | Average Turnover in the last 3 financial years (FY 2020-21 to FY 2022-23). (10 Marks) |
| 12. | Average number of Employees past 3 financial years. (10 marks) |
| 13. | Number of advertisement awards in which the agency has been shortlisted in last 10 years. (10 marks) |

Note:

1. Agency will have to score minimum 50 marks under the above parameters to qualify for empanelment.
2. Relevant supporting documents to be submitted.

Section – 4

Selection for Empanelment

The eight (8) highest scoring agencies scoring 50 or more marks out of 100 marks on the parameters in Section 3 of this Document will be selected for empanelment. ECGC will notify the successful Agencies/Entities in writing, by letter or by e-mail, that their EOI has been accepted. The notification of selection will constitute the formation of the offer for empanelment. The selected Agencies/Entities should convey acceptance for empanelment by returning duly signed and stamped duplicate copy of the selection letter within 07 (seven) days of receipt of the communication. In case any Agency/Entity fails to accept the selection then the Agency/Entity having the next highest score among the Agencies/Entities (other than the Agency/Entity who has failed to accept the selection) will be considered for the empanelment and so on. The draft of letter of empanelment containing terms of empanelment is annexed herein below and marked as **Annexure – 5**. ECGC reserves the right to alter / vary / amend / modify all or any of the terms and conditions as set out in the said draft of Letter of Empanelment before the same is issued.

Section – 5

TERMS AND CONDITIONS OF EMPANELMENT

As stated in draft Letter of Empanelment at **Annexure 5**.

Section – 6 (Annexures)

1. Annexure 1: Scope of work
2. Annexure 2: Queries
3. Annexure 3: Acknowledgement
4. Annexure 4: Format of Application
5. Annexure 5: Letter of Empanelment Format
6. Annexure 6: Bank Details
7. Annexure 7: Eligibility Criteria
8. Annexure 8: Code of Integrity

Scope of Work

Indicative (not exhaustive) scope of work will be-

- a. To facilitate in publishing advertisements of ECGC at the lowest possible rates, as required from time-to-time in print, visual and electronic media including web initiatives.
- b. To assist ECGC in forming the Corporate Image Building Plan and implementing it.
- c. To help ECGC in addressing the targeted audience through devising and implementing an effective communication strategy.
- d. To develop, design, create, release need based artwork, advertisements, hoardings, leaflets, and other such communication tools and appropriate public relation measures to achieve the above.
- e. To provide services like organizing press conferences/meets, annual general meeting, coverage in media for product launches/report releases/annual day programs, preparing press kits, assist in preparing presentation for media/press releases/write ups, organizing one-to-one interviews etc.
- f. To arrange meetings of media personnel with the top management.
- g. Any other need-based work related to Advertising / Branding / Media relations.

NOTE: The scope of work is only indicative and is subject to change during the terms of empanelment.

WORK ALLOCATION

Empanelment does not guarantee any assignment of work. Assignment will be on need basis as and when required by ECGC. For each assignment, ECGC will invite financial quotations from empaneled agencies. The empaneled agency quoting the lowest bid will be assigned the work. However, ECGC shall be under no obligation to accept any bid received and shall be entitled to reject any or all bids without assigning any reason whatsoever.

Queries Format

| Sr No | Bidder Name | Page No. (document Ref) | Clause (document Ref) | Description in this Document (document Ref) | Query |
|-------|-------------|-------------------------|-----------------------|---|-------|
| 1 | | | | | |
| 2 | | | | | |

Note: The queries may be communicated only through the e-mail id provided, marketing@ecgc.in Responses of queries will be uploaded on ECGC website or emailed to concerned Agency/Entity. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

Acknowledgement

Date:

To,
General Manager (NMD),
ECGC Bhawan,
CTS No.393,393/1 to 45,
M.V Road Andheri East,
Mumbai – 400069

Dear Sir/Madam,

**Subject: Response to the Invitation for Expression of Interest (EOI) for
“Empanelment of advertising agencies for marketing and publicity activities of
the company”**

Having examined the Invitation Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned express our interest for being empanelled with ECGC for carrying our marketing and publicity activities and to provide services in accordance with the scope of work as stated in the Invitation Document.

1. If our EOI is accepted, we undertake to abide by all the terms and conditions of this the Invitation Document for Empanelment.
2. I/ We certify that neither our agency/entity nor any of constituent partners/employees have been debarred to participate in EOI/Tender request for proposal etc by ECGC or any other government body during the last 5 (five) years prior to the date of this document.
3. We certify that we have provided all the information as requested by ECGC in the prescribed format. We also understand that ECGC has the right to reject this EOI if ECGC finds that the required information is not provided or is provided in a

different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.

4. We agree that ECGC reserves the right to amend, rescind or reissue the Invitation Document for empanelment and all amendments any time during this Empanelment process.
5. We agree that we have no objection with any of the clauses and empanelment process.

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name:
Designation :
Contact No (Mobile):
Email ID:

Format for Application

ईसीजीसी लिमिटेड

ECGC Limited

सी आई एन : यू74999एम एच1957जीओआई010918, आई आर डी ए पंजीकरण संख्या - 124

CIN: U74999MH1957GOI010918, IRDA Registration no – 124

Application format for Empanelment of advertising agencies for marketing and publicity activities of the company

| क्रसं Sr. | विवरण Particulars | |
|--------------|---|--|
| 1. | Name, address and telephone numbers/email/website of the Agency/Entity/Company | |
| 2. | Registration Number (Enclose accreditation with INS / Prasar Bharti) | |
| 3. | Names of Partners, (Directors with membership number or DIN) (if applicable), Qualifications and experience | |
| 4. | Number of years as an establishment as Business Entity. (Enclose Certificate of Incorporation) | |
| 5. | Number of years of experience in the field of advertisement in print and electronic media. (Enclose declaration) | |
| 6. | Details of registration with GeM Portal. (Enclose details) | |
| 7. | Declaration that the Agency should not have been debarred / blacklisted by RBI, IBA and / or by any other Nationalized Bank, Public-Sector Unit or Government Body. (Enclose Declaration) | |

| क्रसं Sr. | विवरण Particulars | |
|--------------|--|--|
| 8. | Details of full-fledged office in Mumbai having independent media and creative facilities to plan & execute campaigns. (Enclose supporting) | |
| 9. | Number of empanelment as advertising agency with PSU/PSB in last 10 years. a) No. of companies b) Name of the company c) Period for which services were given (Empanelment Letter to be submitted) | |
| 10. | Number of renewals of empanelment as advertising agency with PSU/PSB in last 10 years. a) No. of companies b) Name of the company c) Renewal period for which services were given (Empanelment Letter to be submitted) | |
| 11. | Number of empanelment as advertising agency with Insurance Companies in last 10 years. a) No. of companies b) Name of the company c) Period for which services were given (Empanelment Letter to be submitted) | |
| 12. | Number of renewals of empanelment as advertising agency with Insurance Companies in last 10 years. a) No. of companies b) Name of the company c) Renewal period for which services were given (Empanelment Letter to be submitted) | |

| क्रसं Sr. | विवरण Particulars | |
|--------------|--|--|
| 13. | Average Turnover in last 3 financial years (FY 2020-21 to FY 2022-23). Relevant financial declaration to be enclosed. | |
| 14. | Average number of Employees in last 3 financial years. (Enclose relevant supporting document) | |
| 15. | Self-declaration for existing in-house lab facilities. | |
| 16. | Number of advertisement awards in which the agency has been shortlisted in last 10 years. a) Name of award. b) Year shortlisted. | |
| 17. | Any other relevant information. | |

Kindly attach necessary documents for the above.

घोषणा

Declaration

मैं/हम उपरोक्त सूचना हमारे सर्वोत्तम जानकारी के अनुसार सही है।

I / We state that the above-mentioned information are true and correct to the best of our knowledge.

हम एतदद्वारा सहमत एवं वचनबद्ध हैं कि हमने प्रत्यक्ष अथवा किसी अन्य व्यक्ति अथवा फर्म के जरिए, किसी भी प्रकार का लाभ प्राप्त करने के उद्देश्य से, ईसीजीसी के किसी कर्मचारी जो कि बोली/प्रस्ताव की प्रक्रिया एवं/अथवा अनुमोदन में शामिल है को अथवा किसी तीसरे पक्ष को, प्रस्ताव के पूर्व अथवा प्रक्रिया के दौरान अथवा प्रक्रिया के बाद एवं/अथवा हमारे प्रस्ताव/बोली के अनुमोदन के बाद, कोई भी ऐसी वस्तु अथवा अन्य कोई लाभ, जिसके लिए वह कानूनी रूप से हकदार नहीं है,

प्रदान करने की पेशकश, वादा अथवा प्रदान नहीं किया है न ही हम पेशकश, वादा अथवा प्रदान करेंगे।

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or selection of our EOI or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our EOI."

स्थान : मुंबई

Place: MUMBAI

दिनांक /Date:

मोहर के साथ हस्ताक्षर

Signature with Seal

LETTER OF EMPANELMENT FORMAT

Ref No...

Date:

To,

(Name of Agency)

Dear Sir/Madam,

Subject: Letter of Empanelment for marketing and publicity activities of ECGC Ltd.

This has reference to your Expression of Interest (EOI) dated..... for empanelment of your Agency/Entity for marketing and publicity activities of the ECGC (hereinafter referred to as the “Company”). Your EOI for the above-mentioned Work has been selected by the Company and we are hereby pleased to issue this letter of empanelment.

(NOTE: The Company and the Agency are hereinafter collectively referred to as the “Parties” and individually as “Party”.)

WHEREAS:

1. The Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters and banks;
2. The Agency is, *inter alia*, involved in the business of providing advertising services in print and electronic media.
3. The Company had invited Expression of Interest vide Document with reference: **ECGC/NMD/101/02/2023-24** (hereinafter referred to as “the said Document”)

Based on the EOI submitted the Agency has been selected and is hereby empanelled for providing services as mentioned in the **Annexure 1** of the said Document on the following terms:

1. Definitions:

In this Letter of Empanelment, the following terms used shall be interpreted as indicated:

- i. "Empanelled Agency" is the successful Media House/Entity whose EOI has been accepted and who has qualified as per scoring in EOI and to whom this letter of empanelment has been given by ECGC.
- ii. "The Services" means the scope of services which the empanelled Agency is required to provide to ECGC as per **Annexure 1** of the Invitation to EOI.
- iii. "Confidential Information" means all the information of the Company which is disclosed to the empanelled Agency whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, photo files, advertising materials, contract quotations, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Auditors, etc. Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, policy files, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their

representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Company.

2. TERM OF EMPANELMENT:

- 2.1. The empanelment shall be with effect from ---.---.2023 (“**Effective Date**”) and for the period of two years, till ---.---.2025 from such effective date and the empanelled Agency hereby agrees to provide the Services in accordance with the terms and conditions as stipulated below.
- 2.2. The empanelled Agency, acting as an independent contractor, shall provide the Services (“Services”) and the Deliverables (“Deliverables”), as per the Procedure.

3. METHOD FOR JOB ALLOCATION TO EMPANELLED AGENCIES:

- 3.1 For allocation of assignments, as per Company’s requirement financial bids shall be called and the empanelled Agencies shall be assigned jobs.
- 3.2 In the event of specific requirement, Company reserves the right to contact any/all empanelled Agencies urgently on telephone/e-mail etc. to prepare and submit design work and also distribute the design so developed among one or more empanelled Agencies selected for further release of the same to the media.
- 3.3 Depending on requirement, financial bids for any or all jobs may be called from limited number of empanelled Agencies.
- 3.4 The empanelled Agency will not be paid for submission of Artwork, Art pull and production charges etc. and for translation of material in English or Hindi or any other Indian language, if required, unless the artwork submitted by the agency is selected for final publication/release or any required purpose.
- 3.5 If any grievous mistake takes place in executing the Company’s assignment viz. wrong printing of advertisement etc. the empanelled Agency will publish the correct version again at their cost and no payment for the same shall be made.

3.6 ECGC does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.

4. PAYMENT TERMS

4.1. Fees payable for the services shall be as per the completion of work assigned as per specific work order issued against invoices raised by the empanelled Agencies.

4.2. Undisputed invoices shall be paid within 30 (thirty) days.

4.3. Payment shall be made in Indian Rupees (INR) only.

4.4. Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under **Annexure -6**, in the EOI response.

4.5. Payments shall be made only on receipt of invoice from the empanelled Agency. The Company shall not be liable to pay any interest for delayed payment whatsoever.

4.6. Provided, however that the Company shall be entitled to withhold payment on the grounds of deficiency in service in terms of quantity or quality issue and shall communicate the same vide written communication.

4.7. It may be noted that the Company shall not pay any additional amount/ expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / miscellaneous expenses/ out of pocket expenses other than the amount as per the contract.

4.8. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

4.9. All the payments would be against the submission of the invoices to the Company along with the relevant supporting documents, if any.

5. RESPONSIBILITIES OF EMPANELLED AGENCIES

5.1. The empanelled Agency shall be responsible for:

5.1.1. Making all efforts to get maximum discount from the electronic and print media for the Company.

5.1.2. Complying with Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("**Guidelines**") in relation to the Services, as may be provided in writing by the Company to the empanelled Agency. However, in the event there is a conflict between the guidelines and the terms set out in the Letter of Empanelment, the terms set out in the Letter of Empanelment shall prevail;

5.1.3. Ensuring that the deliverables do not infringe any third party's Intellectual Property Rights.

5.1.4. Complying with all applicable laws and regulations in the course of providing the Services.

5.1.5. Any other responsibilities that may arise during the performance of the services.

5.1.6. Ensuring the assignment is completed in a timely manner as per timeline as and when provided.

5.1.7. The empanelled Agency shall exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the Agencies field.

6. COMPANY'S RESPONSIBILITIES

6.1. The Company, on its part, shall be responsible for:

6.1.1. Providing the necessary assistance for delivery of Services by way of providing the necessary information, documents, supplies and such other facilities.

6.1.2. Performing all other general acts as may be necessary to enable the Agency to efficiently provide the Services.

7. INTELLECTUAL PROPERTY

7.1. All the manuals, guidelines, documents etc. provided by Client/Company shall be treated as Confidential information by the empanelled Agency.

7.2. The Company shall retain all rights, title, interest including intellectual rights in and to the methodologies, procedures, techniques, ideas, concepts etc. embodied in the deliverables, developed or supplied in connection with this Letter of Empanelment.

7.3. The empanelled Agency shall provide Reports, Documents and all other relevant materials, etc. during the assignments to the Company and the Company shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the empanelled Agency.

7.4. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company, the rights therein shall continue to vest with the Company.

7.5. The empanelled Agency shall not directly or indirectly, use any of the other party's trademarks, trade names, service marks and logos in any manner, except as permitted by the other party in writing.

8. Non- Disclosure:

8.1. The Company shall be deemed to be the owner of all Confidential Information.

8.2. The empanelled Agency will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this Letter of Empanelment.

8.3. The empanelled Agency shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The empanelled Agency shall not disclose any Confidential Information to any person except to its employees and consultants, on a need-to-know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Letter of Empanelment. In this regard, any agreement entered into between the empanelled Agency and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the empanelled Agency shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.

8.4. The empanelled Agency shall use the same degree of care in safeguarding the Confidential Information as it uses or would have used in safeguarding its own Confidential Information, and shall take all steps

necessary to protect the Confidential Information from any unauthorized or inadvertent use.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Letter of Empanelment, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.

9.2. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.

10. TERMINATION

10.1. In case of a breach (material in nature) under the terms of Empanelment or any other subsequent documents containing obligations under the same, the Company shall notify the empanelled Agency and give a period of further maximum 15 (fifteen) days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company reserves the right to terminate the Empanelment by giving a written notice of 5 (five) days.

10.2. In case of termination of the Empanelment along with the Letter of Empanelment, the empanelled Agency shall not be entitled to fees or compensation except the fees payable to them for the work actually done which shall be decided and determined by the Company.

10.3. Termination or cancellation of this Empanelment for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Empanelment which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.

10.4. In case of any loss or damage due to default on the part of the empanelled Agency in performing any of its obligations with regard to providing any services as per the scope of work or Work Order, the empanelled Agency/ shall compensate the Company for any such loss, damages or other costs incurred by the Company.

11. LIQUIDATED DAMAGES

a. The empanelled Agency shall adhere to all the terms and conditions and all the requirements as laid down in the EOI Documents, this Letter of Empanelment and subsequent Work Order. In the event of delay in performance, as per the requirements of this Letter of Empanelment and where the empanelled Agency is solely responsible, the empanelled Agency shall be liable to pay Liquidated Damages at 10% of the price mentioned in Work Order.

b. Any such Liquidated Damages when levied may be offset as against any pending payment/future payment by the Company to the empanelled Agency.

c. Any such recovery of Liquidated Damages shall not in any way relieve the empanelled Agency from any of its obligations to complete the work or from any other obligations and liabilities under this Empanelment.

12. MISCELLANEOUS PROVISIONS

12.1. It is expressly agreed between the parties that the Letter of Empanelment, the Expression of Interest (EOI) Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.

13. AMENDMENT

13.1 The Company does not agree to any proposed addition, alteration, or deletion of any part of this Letter of Empanelment, by the empanelled Agency unless agreed to in writing by both the parties.

13.2 All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Letter of Empanelment shall be in writing addressed to the above-mentioned addresses and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Letter of Empanelment, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.

13.3 The relationship between Company and empanelled Agency is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Letter of Empanelment, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents.

14. ASSIGNMENT OR SUB-CONTRACT

14.1 This Letter of Empanelment shall not be assigned by either party without the prior written consent of the other party.

14.2 ECGC expects a selected Agency/Entity having in-house capabilities to deliver the scope of work mentioned in this Document. Sub-contracting of services in whole or part with other entities shall not be permitted. In case the Agency/Entity is found to not possess the requisite capabilities, they will be summarily disqualified from the empanelment. 15. WAIVER: No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 The courts at Mumbai shall alone have exclusive jurisdiction for the purposes of adjudication of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the empanelment, the subsequent job award or the terms and conditions of the Letter of Empanelment.

16. FORCE MAJEURE:

16.1 Notwithstanding the provisions of Terms and Conditions of this letter of Empanelment, the empanelled Agency shall not be liable for liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

16.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the empanelled Agency and not involving the empanelled Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

16.3 If a Force Majeure situation arises, the empanelled Agency shall promptly notify ECGC in writing of such condition and the cause thereof. Unless otherwise directed by ECGC in writing, the empanelled Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Kindly return the second copy of this Letter of Empanelment signed affixing your seal signifying your acceptance.

| |
|--|
| <p>For and on behalf of ECGC Ltd. the "Company" aforesaid, through its authorized signatory</p> <hr/> <p>NAME : DESIGNATION: GM(NMD)</p> |
|--|

Enclosures: As above

We confirm acceptance of all the terms and conditions of the Letter of Empanelment.

(Name of the Agency/Entity)

Bank Details

| Sr No | Description | Details |
|--------------|-----------------------|----------------|
| 1 | Name of the Bank | |
| 2 | Address of the Bank | |
| 3 | Bank Branch IFSC Code | |
| 4 | Bank Account Number | |
| 5 | Type of Account | |

.....
Signature of the authorized Signatory of Company

(Company Seal)

Name

Designation

Contact No (Mobile)

Email Id

Eligibility criteria

The Agency/Entity must fulfill following eligibility criteria:

1. Accreditation with Indian Newspaper Society (INS) valid as on the date of publication of this EOI.
2. Minimum 10 years as an establishment as Business Entity.
3. Minimum 10 years of experience in the field of advertisement in print and electronic media.
4. The Agency should not have been debarred / blacklisted by RBI, IBA and / or by any other Nationalized Bank, Public-Sector Unit or Government Body. A declaration by the agency is to be enclosed.
5. The Agency should be registered with GeM portal.
6. The agency should have a full-fledged office in Mumbai having independent media and creative facilities to plan & execute campaigns.
7. The Agency should have exposure in Designing and Media publicity, both in print & Electronic media.
8. The Agency should have experience of handling minimum 15 employees.
9. The Agency should have in-house lab facilities.
10. The agency should have accreditation with the Indian Newspaper Society (INS)/Prasar Bharti as on 31st March 2023. The self-attested accreditation certificate should be enclosed along with the EOI.
11. The Agency should follow Corporate Governance Norms, if applicable.

Note: Documents supporting Eligibility Criteria are required to be submitted by the Agency.

CODE OF INTEGRITY

DECLARATION

I/We__working as__in____(name of the Agency and complete address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Agency to sign the EOI. I, hereby declare and certify, on behalf of the Agency, that we have accepted all the terms & conditions mentioned in the EOI and we shall abide by all the terms & conditions of the Document.

I/ We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our empanelment or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our empanelment.

I/we further declare that in relation to my/our EOI submitted to ECGC, in response to /we.....hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered Agencies/Entities, and would also subject me/us to other punitive and penal action such as cancellation of empanelment, banning, debarring and blacklisting or action in the Court of Law, and so on.

Signature of Authorized Signatory of the Agency with Seal & Stamp

Date :

Place:

Name:

Designation:

Address:

***** End of Document *****