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# अखिल भारतीय आयुर्वेद संस्थान

## ALL INDIA INSTITUTE OF AYURVEDA (AIIA)

(आयुष मंत्रालय, भारत सरकार के अंतर्गत स्वायत्त संस्थान)

(An Autonomous Organization under the Ministry of AYUSH, Govt. of India)

File No: F-23012/1/2021-AIIA

Dated: 5<sup>th</sup> August, 2021

### Expression of Interest(Eol)

For hiring services of Public Relations Agency for All India Institute of Ayurveda, New Delhi (AIIA) Sealed Eols are invited from eligible and interested parties for undertaking, developing and implementing an image enhancing plan and dissemination of the work done by the Institute for public health through Ayurvedic System of Medicine.

AIIA is an autonomous organization under the aegis of Ministry of AYUSH Government of India. The Institute is a 200 bed referral hospital for providing tertiary care health facility through Ayurveda and impart Post Graduate, Doctoral, Post-Doctoral and super-specialty programme in major streams of Ayurveda. Details thereof are available on AIIA website: [www.aiia.gov.in](http://www.aiia.gov.in) (Tenders Link).

The pre-submission meeting in this aspect is scheduled at 1100 hrs on 12<sup>th</sup> August, 2021 in Conference Hall, Academic Block, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi-110076.

Last Date of submission of Eol offers is 1500 Hrs on 26.08.2021 in to the Office of Director, Academic Block All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi-110076.

Sd/-

(Prof Dr. Tannuja Manoj Nesari)

Director

e-mail: [directr@aiia.gov.in](mailto:directr@aiia.gov.in)

गौतमपुरी, सरिता विहार, मथुरा रोड, नई दिल्ली -110076

Gautampuri, Sarita Vihar, Mathura road, NEW DELHI-110076

E-mail: [director-aiia@gov.in](mailto:director-aiia@gov.in)

Phone: 011-29948658

Fax: 011-29948660

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**Function of AIIA includes:**

- (i) To develop the Institute as an apex centre for development of human resource in Ayurveda/traditional medicine with linkages to the current health care system;
- (ii) To develop the Institute as a Centre for Excellence for Ayurveda Tertiary Health Care and as a super speciality Ayurveda healthcare hospital, to provide quality patient care and laboratory/radiology investigation services through Ayurveda system of medicines along with modern equipment;
- (iii) To create public awareness about the potential of Ayurveda medicine practices in prevention and health promotion;
- (iv) To develop linkages with other academic and research institutions in different parts of India and abroad;
- (v) To publish journals, research papers, brochures and text books and to have a documentation and resource centre and maintenance of libraries with latest information services;
- (vi) To cooperate with national and international agencies engaged in research, capacity building, documentation, validation, preservation and practice of Ayurveda;
- (vii) To subscribe, to become a member of, cooperate with or work in coordination with any other association or society in India or abroad whose objectives are similar to those of the AIIA;

**SCOPE OF WORK:**

In order to support these functions of the Institute, AIIA is interested in appointing a public relations agency of repute to develop and implement a focused communication and image enhancing plan, attracting all stake holders and dissemination of the strength, efficacy and popularity of Ayurveda and of the Institute for promoting Ayurveda in India and abroad. The terms of reference of this would be as follows:

- i. Handling of social media accounts of the Institute such as twitter, Facebook, YouTube etc.
- ii. Organizing public Awareness campaign and dissemination of the relevant information.
- iii. To organise/support press conferences, meets, and press releases, including development of the theme/concept of press meets, content and format of news releases, and developing a time-frame/plan for insertions in the print/visual media. To organise interviews/features/news items about work done in AIIA. AIIA would expect at least 10-30 such features/interviews/articles to appear in the relevant media over one year.

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- iv. To conduct media related training for concerned officers/faculties of the Institute, such as the Directors of Institutes, Dean/HoDs etc. in basic written and verbal communication skills.
- v. To organize the showcasing/exhibition of AIIA at different places /cities and to monitor the data profile of the visitors, coverage of AIIA by way of news reports, TV or online social media news items; national and international reports of relevance to AIIA, especially with regard to any major development in research, influence opinion leaders, highlighting the objectives and significance of developments in AIIA in particular and Ayurveda in general, in view of positively influencing them, sometimes on sensitive issues.
- vi. This effort will include opinion of stakeholders, such as leaders, experts in the field who are either writing or appearing in televised interviews, students, scientists in other organisations, healthcare practitioners, NGOs, and civil society in general.
- vii. Building bridges between AIIA and stakeholders nationally and internationally, including building of brand image of AIIA carrying out cutting-edge research.
- viii. To support with media persons and coverage of all relevant AIIA related information.
- ix. To determine and report awareness levels and change in perception amongst various stake holders, such as patient, general public, and opinion makers.
- x. Meetings and conference calls as required, with the Director of the Institutes and other senior dignitaries of the other organizations.
- xi. To organize seminars/workshops and dissemination of the relevant information related to the event.

**Technical short-listing will be done on the basis of documents submitted by the agency with the Expression of Interest, followed by a presentation to the Director, AIIA and senior Faculty of AIIA.**

**The material/presentation should, inter alia, include:**

(a) Prominent project/assignments undertaken in the last three years (b) Prominent assignments handled with departments of the Government, including PSUs, Autonomous organizations etc. (c) Experience in the social or health care sector, and (d) An outline of how the PR agency intends to handle and promote AIIA to meet its objective.

**Financial bids of only the technically short-listed PR agencies would be opened.**

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**Application Time Schedule**

<b>Details</b>	<b>Important Dates</b>
Date of advertisement	5 <sup>th</sup> August, 2021
Date of availability of EOI document on AIIA website	5 <sup>th</sup> August, 2021
Date, time & venue of pre submission meeting	12 <sup>th</sup> August, 2021 (11.00 am)
Last date for receiving vendor pre submission clarifications in writing	20 <sup>th</sup> August, 2021 (5.00 pm)
Date for hosting response to clarification on AIIA website	24 <sup>th</sup> August, 2021 (4.00 pm)
Last date and time for receipts of proposals	26 <sup>th</sup> August, 2021 (4.00 pm)
Date, time & venue of opening eligibility criteria envelope	26 <sup>th</sup> August, 2021 (5.00 pm)
Contact Address: Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, Mathura Road, New Delhi - 110 076 Email: <a href="mailto:director@aiia.gov.in">director@aiia.gov.in</a>	

**Note:**

1. AIIA reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on website of AIIA.
2. If a holiday is declared on the dates mentioned above, the bids shall be received/opened on the next working day at the same time specified above and at the same venue, unless communicated otherwise.
3. All timings are in IST - Indian Standard Time = GMT+5.30 Hours

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## 1. Eligibility criteria & Supporting Documents

The PR Agency should qualify the following necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated above in the EOI document. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

- a. The PR Agency should be a registered legal entity having full-fledged office in New Delhi with relevant expertise and creative personnel as well as required infrastructure.

*Supporting Document/s to be submitted by the PR Agency:*

- Copy of Certificate of Incorporation
- Copy of GST Certificate
- Self-declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc., and infrastructure

- b. The PR Agency should have been in the business for a minimum of 5 years immediately preceding the date of this advertisement/EOI.

*Supporting Document/s to be submitted by the PR Agency:*

- Copy of Certificate of Incorporation
- Copy of GST Certificate (Registration)
- Copy of Agreement & Extension Letter or Certificate of Experience from two clients of repute with which the PR Agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.

- c. The PR Agency should have a minimum average annual turnover of Rs. 1 Crore in the last three financial years (2018-19, 2019-20 & 2020-21) and a minimum net worth of Rs. 25 Lakh in each of the last three financial years (2018-19, 2019-20 & 2020-21) as per audited balance sheet.

*Supporting Document/s to be submitted by the PR Agency:*

- CA-certified copies of audited balance sheet pertaining to the financial years in question.
- CA-certified copies of average annual turnover and net worth pertaining to the financial years in question.

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- d. The PR Agency should have been, on a full-time basis, appointed by/empaneled with at least one Government-owned PSUs or Autonomous organization as a PR Agency for a continuous period of three financial years, i.e. 2018-19, 2019-20 & 2020-21 and it should have undertaken assignments from any of these organisations in each of the said financial years.

*Supporting Document/s to be submitted by the PR Agency:*

- Copy of Agreement & Extension Letter or Certificate of Experience from at least one client organisation (Government-owned Development Financial Institution, BFSI Regulator, Public Sector Banks or Insurance Companies) with which the PR Agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.
  - Self-declaration by authorized signatory on official letterhead undertaking that the PR Agency has been, on a full-time basis, appointed by/empaneled with at least one Government-owned PSUs or Autonomous organization (Mention the name of the client organization/s) as a PR Agency for a continuous period of three financial years, i.e., 2018-19, 2019-20 & 2020-21.
  - Proof of at least three assignments from any of the abovementioned organisations in each of the three financial years, i.e. 2018-19, 2019-20 & 2020-21 in the form of comprehensive set of documents spiral-bound separately. The documents may contain photographs, clippings of media coverage, etc. along with a brief note on how the PR Agency executed the assignment – strategy, challenges faced, how the PR Agency managed to overcome the challenges, etc.
- e. The PR Agency should have handled the PR activities, on a full-time basis, of at least one large client in the Government, PSU as well as private sector with an audited balance sheet size of at least Rs. 1,00,000 Crore. The PR Agency should have handled the PR activities for at least one of the abovementioned clients for a continuous period of minimum two years out of the previous three financial years, i.e. 2018-19, 2019-20 & 2020-21.

*Supporting Document/s to be submitted by the PR Agency:*

- Copy of Agreement & Extension Letter or Certificate of Experience from at least one client of repute with an audited balance sheet size of at least Rs. 1,00,000 Crore, with which the PR Agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.
- Self-declaration by authorized signatory on official letterhead

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undertaking that the PR Agency has handled the PR activities, on a full-time basis, of at least one large client in the Government, PSU as well as private sector with an audited balance sheet size of at least Rs. 1,00,000 Crore.

- One copy of the client organization's Annual Report 2019-20 & 2020-21.

- f. PR Agency having handled, on a full-time basis, strategic public relations work for clients from the field of healthcare and social issues will be given preference.

*Supporting Document/s to be submitted by the PR Agency:*

- Certificate of Experience from client organizations with which the PR Agency has/had association on full-time basis. The Certificate of Experience should clearly indicate the duration of the association including beginning and end dates, and that the PR Agency has successfully undertaken the assignments, which the PR Agency wishes to highlight for this bidding.
  - Proof of at least five such works in the form of comprehensive set of documents spiral-bound separately. The documents may contain photographs, clippings of media coverage, etc. along with a brief note on how the PR Agency executed the assignment - strategy, challenges faced, how the PR Agency managed to overcome the challenges, etc.
- g. The PR Agency should submit a comprehensive concept note on the theme "AIIA by 2022 - a PR Perspective". The note should list out the proposals in detail that the PR Agency proposes to implement, if empaneled, to get the best PR results for AIIA.
- h. The PR Agency should not have been blacklisted as on date and after by any Central / State Government / Public Sector Undertaking, etc.

*Supporting Document/s to be submitted by the PR Agency:*

- Self-declaration by the authorized signatory on official letterhead
- i. The PR Agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc.

*Supporting Document/s to be submitted by the PR Agency:*

- Self-declaration by the authorized signatory on official letterhead
- j. The PR Agency should have proficiency of working in English and

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Hindi languages. Agencies having proficiency of working in other Indian languages shall have an added advantage.

*Supporting Document/s to be submitted by the PR Agency:*

- Self-declaration by the authorized signatory on official letterhead

**NOTE:** Wherever a document/set of documents is required as a supporting document for more than one eligibility criteria, the same may be submitted only once.



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## 2. Terms and Conditions

- a. The agencies should adhere to all instructions and submit all relevant information and documents, which have been specified in the EOI. Submission of applications, which are not complying with the instructions, will result in their rejection.
- b. The applications shall be typed, office seal affixed and signed by the duly authorized person.
- c. In case a PR Agency was in existence as a sister company/subsidiary of a parent company during the time period mentioned in point 'a' under para 3 or earlier, and thereafter separated as an independent entity, the following supporting documents to this effect have to be submitted - (i) Certified copy of resolution passed by the Board of Directors of the parent company, (ii) Copy of Certificate of Incorporation and (iii) Copy of GST Certificate (Registration).
- d. In case a subsidiary company desires to apply with the financial backing of the parent company, the parent company would have to give a written undertaking that the parent company shall bear all financial or contractual liabilities of the subsidiary company and authorize them to submit the application on their behalf for considering them for empanelment.
- e. The PR Agency shall bear all the costs associated with the preparation and submission of application and the costs, if any, for subsequent selection process. AIIA will in no case be responsible or liable for these costs regardless of the conduct or outcome of the selection process.
- f. Amendments to this EOI document may be issued by AIIA at any time, prior to the deadline for submission. Such amendments will be posted in AIIA's website ([www.AIIA.org](http://www.AIIA.org)) in the form of Addenda/Corrigenda. The amendments, if any, to the EOI shall be deemed to form an integral part of EOI from the date of issue and shall be binding on the agencies.
- g. AIIA reserves the right to accept or reject any proposal and annul the EOI process and reject all applications at any time prior to empanelment of PR Agency, without thereby incurring any liability to the affected PR Agency/Agencies or any obligation to inform the affected PR Agency/Agencies of the ground for AIIA's action. AIIA also reserves the right to re-issue the EOI without the PR Agency/Agencies having the right to object to such re-issue.
- h. The shortlisted PR Agency, to be called as empaneled PR Agency, shall be required to enter into requisite Agreement(s) with AIIA, within 15 days of the order (when provided) or within such extended period as may be specified by AIIA. AIIA has the right to cancel the offer if the contract is not executed within a period of 15 days from the date of order, unless otherwise extended by AIIA.
- i. All Intellectual Property Rights in the planning, preparing

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strategy, developing creative ideas, developing and production of advertisement, publicity and other resource material, etc., made in the course of performance of services by the empanelled agencies or its personnel involved in the task of AIIA shall absolutely belong to AIIA. The PR Agency will be solely responsible for copyright issues concerning usage of images, footage, text material, etc., obtained through various sources. AIIA will not be a party to any dispute arising out of copyright violation by the PR Agency.

- j. The Contract period will be for two years from the date of empanelment under the current EOI. If AIIA is not satisfied with the performance of the PR Agency, the contract will be terminated as per the termination clause mentioned in the EOI.
- k. AIIA will make payment of the undisputed retainer fee on a monthly basis as applicable. Any third party cost incurred by the PR Agency to carry out assignments would be reimbursed to the PR Agency, provided the cost was incurred with prior approval from AIIA and all third party supporting documents submitted along with invoice.
- l. AIIA envisages continuous involvement of the PR Agency throughout the contract period. A dedicated team of the PR Agency has to work for the entire period of contract.
- m. AIIA will make payment on quarterly basis in advance. The installment for the next quarter will be released on satisfactory performance of the previous quarter certified by the Director, AIIA. The payment shall be released within 45 days of invoice, complete in all respect, being raised by PR Agency. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- n. If the deliverables are not found to be of good quality, AIIA will have the right to make suitable deductions from the payable amount or reject the invoice on its sole discretion, in addition to other remedies including claiming of damages. The decision of AIIA in this regard will be final.
- o. The empaneled PR Agency shall not assign the work, whole or in part, to any other agency, even its own subsidiary or parent agency, to perform its obligation under the work order, without prior consent of AIIA.
- p. The empanelment of PR Agency so selected will be for a period of two years. The performance of the PR Agency will, however, be reviewed at the end of every quarter and in case of unsatisfactory performance, the empanelment is liable to be terminated. Nonetheless, either party may terminate the agreement at any point of time from the date of agreement by giving not less than two months' notice to the other party.
- q. The PR Agency shall observe the laws applicable to it as per the law of the land and any other rules in force as applicable like the rules or code of Press Council of India, Advertising Standard Council of India, Advertising Agencies Association of India,

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- Indian Newspaper Society or rules prescribed by Prasar Bharti, etc.
- r. The PR Agency shall indemnify AIIA and keep it indemnified against any loss, claims, demands, actions, proceedings, damages, costs, charges and expenses which may be made or brought or commenced against AIIA for any act contrary to the provisions of the agreement or due to or resulting from breach of any agreement between the PR Agency and any other person or organization relating to the media and publicity work undertaken on behalf of AIIA.
  - s. The PR Agency shall obtain all necessary registration(s)/ permission(s)/ license(s), etc., which are/ may be required under media or other legislation(s) for providing services.
  - t. All technical particulars supplied by AIIA to the PR Agency are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from AIIA.

### 3. Submission of Application

- a. Applications once submitted cannot be withdrawn by the bidder and the same will be treated as final.
- b. The applications should be submitted in sealed envelopes duly superscribed "Expression of Interest for Empanelment of PR Agency " and should be submitted to the Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi-110076 **on or before 4.00 pm on 26<sup>th</sup> August, 2021.**
- c. The Eligibility-cum-Technical Bid and the Financial Bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.
- d. AIIA may, at its discretion, extend the last date for the submission of applications, in which case, all rights and obligations of AIIA and the bidders will thereafter be subject to the deadline as extended.
- e. A pre-submission meeting will be organized **at 11.00 am on 12<sup>th</sup> August, 2021 at AIIA, New Delhi** in the presence of bidders /their authorized representatives (only one person per bidder) who choose to be present. The representatives must carry an authorization letter from the applicant company to attend the bid-opening meeting. The general queries will be addressed in this meeting. Bidders may also send queries by email to **director@aiia.gov.in**. No queries of any kind will be entertained after **5.00 pm on 20<sup>th</sup> August, 2021**. The consolidated responses to queries will be posted **on www.aiia.gov.in by 4.00 pm on 24<sup>th</sup> August, 2021**.
- f. Any application received by AIIA after the deadline for submission (**i.e. 4.00 pm, on 26<sup>th</sup> August, 2021**) will be

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- rejected unopened.
- g.** The sealed tenders (Eligibility & Technical Bid Only) will be opened at **05.00 pm on 26<sup>th</sup> August, 2021 at AIIA, New Delhi** in the presence of bidders /their authorized representatives (only one person per bidder) who choose to be present. The representatives must carry an authorization letter from the applicant company to attend the bid-opening meeting.
  - h.** Financial Bids of only those bidders shortlisted in Eligibility and Technical Evaluation will be opened and considered. Necessary communication about opening of Financial Bids will be made to such shortlisted bidders in due course of time.
  - i.** Any effort by the bidders to influence AIIA in submission, evaluation or contract award decision may result in the rejection of the bidder's proposal. AIIA's decision will be final and will be binding on all bidders.

#### **4. Evaluation Methodology**

- a. Award of contract will be based on combined score of the bidder in the ratio 80: 20 for technical and financial score respectively.
- b. Technical evaluation will be undertaken taking into consideration points no. 'a' to 'j' under para 1 of this EOI document. There will be 10 maximum marks for each points. Tenders who obtain at least 60 marks will be considered for financial evaluation.
- c. For financial evaluation, there will be 100 maximum marks and L1 will be awarded maximum and there will be deduction of 10 marks for each subsequent bidders.
- d. Finalization of the successful bidder will be done by considering total marks in technical and financial bid according to the weightage mentioned at para 4(a) above.
- e. AIIA will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the EOI response documents, whether the documents have been properly signed and whether response to EOI is generally in order. Only those Agencies, which comply with the Eligibility Criteria, will be taken up for further evaluation.
- f. The evaluation process would consider whether the bidder has requisite prior experience and expertise to address AIIA's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the EOI response, the degree of clarity, understanding of AIIA's stated objectives and the level of commitment exhibited by the Agencies.
- g. AIIA may waive any minor informality, non-conformity or irregularity in the response to EOI that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.

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- h. AIIA will hire one PR Agency based on, inter alia, eligibility parameters, past performance, concept note submitted and other information furnished in the application as well as financial bid. However, AIIA will have a reserve list of one more PR Agency. In case of termination of agreement with the existing PR Agency, AIIA may hire the PR Agency from the reserve list. The agreement period with the PR Agency from the reserve list will, however, be co-terminus with the agreement period of the first PR Agency.

## **5. Resolution of Disputes**

- a. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably.
- b. This Agreement shall be governed by and construed in accordance with the laws of India.
- c. All disputes or differences between AIIA and the PR Agency/Agencies shall be settled amicably between AIIA's representative and the PR Agency/service provider's representative. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at New Delhi.
- d. The agreement shall be governed by the law for the time being in force in India. This agreement shall be subject to exclusive civil jurisdiction of courts at New Delhi only. No other civil court shall have jurisdiction in case of any dispute, under this agreement.
- e. All disputes or differences whatsoever arising between AIIA and the agencies out of or in relation to the construction, meaning and operation or effect of the contract, with the agencies, or breach thereof shall be settled amicably.
- f. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be resolved to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- g. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, AIIA shall send to the PR Agency a list of three names of persons who shall be presently unconnected with AIIA. Consultant/Service Provider shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to AIIA within 30 days of receipt of the names. AIIA shall thereupon without delay appoint the said person as the sole arbitrator.

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- h. If PR Agency fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform AIIA accordingly, AIIA shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his/her name to Consultant/Service Provider.
- i. If the person so appointed is unable or unwilling to act or refuses his/her appointment or vacates his/her office due to any reason whatsoever, another person shall be appointed by AIIA from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- j. The award shall be final and binding on both the parties
- k. The language of Arbitration shall be English.
- l. The venue of the arbitration shall be at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- m. Work under the project contract/work order shall be continued by the empanelled PR Agency during the arbitration proceedings, unless otherwise directed in writing by AIIA, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by AIIA to the PR Agency shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
- n. Any notice, for the purpose of this contract, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

## **6. Pre Contract Integrity Pact**

The agencies will have to submit the Pre Contract Integrity Pact duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of application in response to the EOI document.

## **7. Performance Security**

The successful tenderer will have to furnish performance Security of Rs. 2.00 Lakhs in form of Bank Guarantee in favour of the Director, AIIA as "Security Deposit" within 7 days from the date of acceptance of the tender.

The Security Deposit can be forfeited by order of the the Director AIIA

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in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

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**Annexure 1: Application Form**

(On PR Agency's Letter Head) Date: dd/mm/yyyy

To

Director,  
All India Institute of Ayurveda,  
Gautampuri, Sarita Vihar, Mathura Road,  
New Delhi - 110 076  
Email: director@aiia.gov.in

Madam,

**Empanelment of Public Relations (PR) Agency**

We have gone through the Expression of Interest (EOI) dated 18<sup>th</sup> March, 2021 and the details posted on the AIIA's website. We hereby submit our application for empanelment of PR Agency of AIIA and we agree to offer media and advertisement related services to you as per the terms and conditions specified in the EOI and to abide by the terms and conditions specified therein.

While submitting this Application, we certify that the information/data/particulars furnished in our application are factually correct.

If our Application is accepted, we undertake to start the work at national and at regional level as per the job assigned by AIIA.

We understand that AIIA reserves the right to accept or reject any or all applications at any time without assigning any reasons.

We have not been blacklisted by AIIA or any other organization where we have worked. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any point of time, if our company/firm/and/or any of its partner/director is blacklisted by any organization, AIIA shall have the right to terminate the contract with us.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials] Name of Company/Firm:

Address:

(Please affix rubber stamp of your company)



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**Annexure 2: PR Agency Information**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>PR Agency details</b>	
1.1	Name of the PR Agency	
1.2	Corporate Office Address	
1.3	Contact Person in New Delhi	
1.4	Phone No.(landline/Mobile)	
1.5	Email address	
1.6	Date of incorporation	
1.7	Status of the PR Agency (Public Ltd./Private Ltd. Co. etc.)	
<b>2</b>	<b>Financial and personnel details</b>	
2.1	Minimum Turnover of the company in the last 3 years	
2.2	Minimum Turnover in advertising and PR business of the company in the last 3 years	
2.3	Balance Sheet (Attach Audited Balance Sheet and Profit & Loss accounts for last 3 years — <b>2017-18, 2018-19 &amp; 2019-20</b> )	
2.4	Minimum Operating Profit of the company in the last 3 years	
2.5	No of personnel employed in New Delhi office	
2.6	No of office location other than New Delhi and places	
<b>3</b>	<b>Valid registration Numbers</b>	
3.1	GST	
3.2	Permanent Account Number	
<b>4</b>	<b>Details of top three completed projects in the last two years</b>	
<b>4.1</b>	<b>Project Name (i)</b>	
4.1.i	Name of the project	
4.1.ii	Client Name and address	
4.1.iii	Approximate cost of contract in Rupees	
4.1.iv	Client contact/reference person(s)	
4.1.v	Telephone, Facsimile, Mobile Phone	
4.1.vi	Email address	
<b>4.2</b>	<b>Project Name (ii)</b>	
4.2.i	Name of the project	
4.2.ii	Client Name and address	
4.2.iii	Approximate cost of contract in Rupees	
4.2.iv	Client contact/reference person(s)	

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4.2.v	Telephone, Facsimile, Mobile Phone	
4.2.vi	Email address	
<b>4.3</b>	<b>Project Name (iii)</b>	
4.3.i	Name of the project	
4.3.ii	Client Name and address	
4.3.iii	Approximate cost of contract in Rupees	
4.3.iv	Client contact/reference person(s)	
4.3.v	Telephone, Facsimile, Mobile Phone	
4.3.vi	Email address	

**Date:**           **Signature of Authorized Person:**  
**Place:**       **Name:**  
**Designation:**

(Please affix seal of the Company)

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**Annexure 3: Eligibility Criteria Response (Please tick mark the appropriate column)**

<b>Sl. No.</b>	<b>Requirement</b>	<b>Available</b>	<b>Not Available</b>
1	The PR Agency should be a registered legal entity having full-fledged office in New Delhi with relevant expertise and creative personnel as well as required infrastructure.		
2	The PR Agency should have been in the business for a minimum of 5 years immediately preceding the date of this advertisement/EOI.		
3	The PR Agency should have a minimum average annual turnover of Rs. 1 Crore in the last three financial years (2018-19, 2019-20 & 2020-21) and a minimum net worth of Rs. 25 Lakh in each of the last three financial years (2018-19, 2019-20 & 2020-21) as per audited balance sheet.		
4	The PR Agency should have been, on a full- time basis, appointed by/empaneled with at least one Government-owned Development Financial Institution, BFSI Regulator, Public Sector Banks or Insurance Companies as a PR Agency for a continuous period of three financial years, i.e., 2018-19, 2019-20 & 2020-21 and it should have undertaken assignments from any of these organisations in each of the said financial years.		
5	The PR Agency should have handled the PR activities, on a full-time basis, of at least one large client in the Government, PSU or autonomous bodies. The PR Agency should have handled the PR activities for at least one of the abovementioned clients for a		

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7	The PR Agency should submit a comprehensive concept note on the theme "AIIA by 2022 - a PR Perspective". The note should list out the proposals in detail that the PR Agency proposes to implement, if empaneled, to get the best PR results for AIIA.		
8	The PR Agency should not have been blacklisted as on date and after by any Central/ State Government/ Public Sector Undertaking, etc.		
9	The PR Agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc.		
10	The PR Agency should have proficiency of working in English and Hindi languages. Agencies having proficiency of working in other Indian languages shall have an added advantage.		

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**Annexure 4: List of Documents to be Enclosed**

The bidders will be required to submit the following documents in additions to the documents indicated in para 3 (Eligibility Criteria & Supporting Documents) of this EOI.

1. Brief profile of the PR Agency, profile of management team, senior executives, creative personnel, experience in the field, etc., in addition to details provided in Annexure 2.
2. Organizational structure of the PR Agency.
3. Details of membership with professional organization/association, if any.
4. Solvency certificate from your banker indicating the actual status of the company's solvency, and Permanent Account Number. Published balance sheet certified by a chartered accountant for the past three financial years, i.e. 2018-19, 2019-20 & 2020-21 (*Provisional if not finalized yet for FY 2020-21*).
5. Copies of income tax/GST returns of the last three years certified by chartered accountant.
6. Details of PR Agency's annual business for the past two years with major clients, media houses, etc.
7. List of clients (Government, Public sector undertaking, Private sector, etc.) and reference credentials from at least three existing clients of repute.
8. Details of experience in different modes of public relations, advertising, awareness campaign and publicity.
9. Bank details to be furnished in Annexure 7.

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**Annexure 5: Declaration for Relation in AIIA**

*(To be typed and submitted on the Letterhead of the Company/Firm of Bidder, failing which the offer of Bidder is liable to be summarily rejected)*

To

Director,  
All India Institute of Ayurveda,  
Gautampuri, Sarita Vihar, Mathura Road,  
New Delhi - 110 076  
Email: director@aiia.gov.in

Madam,

**Sub: Declaration for relation in AIIA**

Ref: EOI No.\_\_\_\_

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in AIIA.

**Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in AIIA

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in AIIA and their particulars are as below:

- (i)
- (ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If it comes to the knowledge of AIIA later that the information furnished by the Bidder is false, AIIA reserves the right to take suitable action against the Bidder/Contractor.

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**Annexure 6: Pre Contract Integrity Pact***(On stamp paper value of Rs 100/-)***Between**

**All India Institute of Ayurveda (AIIA)** hereinafter referred to as “**The Buyer**” And..... hereinafter referred to as “**The Bidder**”

**Preamble**

The Buyer intends to award, under laid down organizational procedures, contract/s for . The Buyer values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Buyer**

- (1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Buyer will exclude from the process all known prejudiced persons.
- (2) If the Buyer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

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- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) 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 cartelisation in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

### **Section 4 - Compensation for Damages**

- (1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money



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Deposit/Bid Security.

- (2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Bidder Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidders(s)/Contractor(s)/ Subcontractor(s)**

If the Buyer obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

- (1) The Buyer will appoint competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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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 discharge/determined by the Chairman of AIIA.

**Section 10 - Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

BUYER      BIDDER

Name of the Officer      Chief Executive Officer

Designation      Organisation

AIIA

Witness      Witness

1.\_\_\_\_      1.\_\_\_\_

2.\_\_\_\_      2.\_\_\_\_

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**Annexure 7: Bank Details**

1.	Name of the vendor/Firm	
2	Name of the Account Holder	
3	Address of the Vendor/Firm	
4	Name of the Bank, Branch and Address	
5	Bank Code and Branch Code	
6	IFS Code of the Bank Branch	
7	Type of Account (Savings/Current/Cash Credit)	
8	Account Number	

**Note:** A copy of cancelled cheque in respect of the above account, which is operated by the vendor, must be enclosed.

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**Annexure 8: Letter of Authorization**

(On PR Agency's Letter Head) Date: dd/mm/yyyy

To

Director,  
All India Institute of Ayurveda,  
Gautampuri, Sarita Vihar, Mathura Road,  
New Delhi - 110 076  
Email: director@aiia.gov.in

Madam,

**Sub.: Empanelment of Public Relations (PR) Agency**

We\_\_\_ (Name of the Company) have submitted our bid for participating in Bank's EOI dated\_\_\_for Empanelment of Public Relations (PR) Agency. We also confirm having read and understood the terms and conditions of the EOI as well as the scope of work and requirements.

As per the terms and conditions of EOI, we nominate Mr./Ms.\_\_\_designated as\_\_\_of our company to participate in the bidding process. AIIA shall contact the above named official for any and all matters relating to the bidding process.

We, hereby, confirm that we will honour the bids placed by Mr./Ms.

\_\_\_on behalf of the company in the bidding process. We agree and understand that AIIA may debar us from participating in future tenders/bids for failure of any kind on our part.

Signature with company seal Name: Company/Organisation: Designation within company/ Organisation:	Name of Authorized Representative:  Designation of Authorized Representative:
Address of Company/Organisation:	Signature of Authorized Representative:
	Verified by: