

Tender Ref. No: UPMSCL/Media/ Tender Advt/2024/10

Dated: 28 August,2024

**Tender For**  
**Empanelment of Advertising Agencies**



**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**

(A Government of Uttar Pradesh Undertaking)

Regd. Office: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

Website: [www.upmsc.in](http://www.upmsc.in)

Email: [media@upmsc.in](mailto:media@upmsc.in), Tel. no. 0522-2838102



**Tender**  
**For Empanelment of Advertising Agencies**

<b>Tender Ref. No. UPMSCL/Media/ Tender Advt/2024/10</b>		<b>Date: 28 August,2024</b>
Place for opening of the bid	<b>Uttar Pradesh Medical Supplies Corporation Ltd.,</b> SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(UP) India	
Last Date & Time of Submission of Bid	18 September, 2024 up to 17:00 hrs	
Date & Time of Opening of Technical Bid	18 September, 2024 at 17:30 hrs	

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## CHAPTER - I

### Introduction

UPMSCL is a healthcare organization committed to delivering excellent healthcare for all by providing the best medicines, medical equipment, and services to all government hospitals and health facilities across the State. Our aim is to improve the health of the people of the State by providing quality healthcare and services that set community standards and are cost-effective and accessible.

UPMSCL has been working hard to ensure the adequate availability of essential drugs, consumables, and equipment to meet the dynamic needs of the State health facilities across 75 districts through efficient and transparent procurement procedures as per laid down procurement policies.

## CHAPTER 2: ABBREVIATIONS & DEFINITIONS

- **Authorized Signatory:** The bidder's representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
- **Bid:** "Bid" means the response to this document presented in Bid, which is supplied with necessary documents and forms as given in Annexures, complete in all respects, adhering to the instructions and spirit of this document.
- **Bidder:** "Bidder" means any individual/proprietor/partnership service provider/agency/company/contractor/supplier responding to Expression of Interest and who makes a Bid.
- **Contract:** "The Contract" means the agreement entered into between UPMSCL and the selected bidder(s) in terms of clauses mentioned.
- **Day:** "Day" means a working day as per Government of India (GOI).
- **MHRD:** Ministry of Human Resources Development
- **EMD:** Earnest Money Deposit
- **UPMSCL:** Uttar Pradesh Medical Supplies Corporation Ltd.
- **TC:** Tender Committee
- **Tendering Authority:** UPMSCL in this Bid Document.
- **Services:** "Services" means the services to be delivered by the successful bidder as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
- **Agency:** "Agency" means an accredited advertising agency that may provide the communication services to UPMSCL under the Contract.
- **Proposal:** "Proposal" means the Technical Proposal of the Advertising Agency.
- **INS:** Indian Newspaper Society

## CHAPTER 3: INVITATION FOR TENDER

UPMSCL is seeking to empanel accredited advertising agency for publishing NITs related to Drugs, Equipment, and recruitment vacancies in various newspapers. The agency must be fully accredited with the Indian Newspaper Society (INS) and regional newspapers for publishing advertisements at commercial/DAVP rates. Additionally, the agency should have adequate infrastructure for designing, preparation, and printing of material in English, Hindi, and other regional languages. The primary objective of the agency is to provide services such as conceptualizing, designing, printing, and advertising.

In this regard, UPMSCL intends to empanel accredited agencies/service providers through the E- tender process. Bidders are invited to submit a Technical Proposal. The contract will be initially valid for 12

months and can be extended for an additional one year (maximum of two years) based on the agency's satisfactory performance.

The tender is issued by UPMSCL to obtain offers from reputed and accredited advertising agencies/service providers to provide and organize services related to printing and advertising for UPMSCL. **Interested agencies are advised to study the tender document carefully.** Submission of the tender will be considered as having been done after thorough study and examination of the tender document with a complete understanding of its implications.

#### CHAPTER 4: E-TENDER SCHEDULE

- **TENDER REFERENCE:** Ref.: UPMSCL/Media/ Tender Advt/2024/10 Dated: 28 August, 2024
- **TENDER WEBSITE:** <http://www.etender.up.nic.in>, [www.upmsc.in](http://www.upmsc.in)
- **DATE AND TIME OF UPLOADING TENDER :** 28 August, 2024 Time- 13.00 Hrs
- **DATE AND TIME OF DOWNLOADING THE TENDER:** 28 August, 2024, Time- 13.00 Hrs
- **LAST DATE AND TIME FOR ONLINE SUBMISSION OF TENDER:** 18 September, 2024 UPTO 17:00 Hrs
- **DATE AND TIME OF OPENING OF TECHNICAL BID:** 18 September, 2024, at 17:30 Hrs at UPMSCL Office, Lucknow
- **DATE AND TIME OF OPENING OF FINANCIAL BID:** Date shall be declared on website [www.etender.up.nic.in](http://www.etender.up.nic.in) and [www.upmsc.in](http://www.upmsc.in)
- **PRE-BID MEETING:** 04.09. 2024; 11:00 Hrs at SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010, 0522-2838102
- **VALIDITY OF TENDER:** 180 DAYS
- **OPENING OF TENDER:** Online on <http://etender.up.nic.in>
- **ADDRESS FOR COMMUNICATION:** Uttar Pradesh Medical Supplies Corporation Ltd., SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(UP) India, Ph- 0522-2838102

#### CHAPTER 5: GENERAL INSTRUCTIONS

##### *1. Procedure for preparation and submission of bids*

- Bid fee and Earnest money must be prepared as per instructions provided in this section.
- Bidder should take into account any corrigendum published on the tender document before submitting their bid.
- Bidders are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

##### *2. Assistance to Bidders*

Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the Schedule for invitation to Tender. **Bidders are advised to attend the pre-bid meeting to resolve any query related to the bid.**

##### *3. Content of the Tender*

The Tender documents include:

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Additional Terms and Conditions (ATC)

The bidders are expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

#### ***4. Language of Tender***

The Tender prepared by the Bidder and all correspondence and documents relating thereto exchanged by the Bidder and the Client shall be written in the English language.

#### ***5. Documents comprising the Tender***

The Tender prepared by the bidder shall comprise the following documents:

1. Letter of Proposal submission
2. Earnest Money (If applicable)
3. Bidder's experience
4. Certificate of Incorporation
5. PAN No. and GST Registration Certificate
6. Certificate of Annual Turnover duly verified by CA
7. Undertaking that the bidder is not blacklisted
8. Complete details and literature of Agency depicting the capability of conceptualizing, designing, printing, and organizing advertisements, etc.

#### ***6. Authorized Signatory***

The Tender document should be signed by the authorized representative of the bidder. The certificate of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

#### ***7. Reverse Auction (RA)***

Financial bid shall comprise of final price offer obtained through reverse auction.

#### ***8. Last date and receipt of Tender***

The bid should be submitted not later than the time and date specified in the schedule for the invitation to tender. However, UPMSCL may, at its discretion, extend the last date for the receipt of bids by amendment.

#### ***9. Address for Correspondence***

The bidder shall designate the official mailing address, place, email, and telephone number to which all correspondence shall be sent by UPMSCL.

#### ***10. Preliminary examination***

UPMSCL will undertake a preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee/EMD have been received, whether the document has been properly signed, and whether the bid is generally in order. A bid determined as not substantially responsive will be rejected by UPMSCL.

### **11. Earnest Money (EMD)**

All bidders have to submit the required EMD. No exemption will allow to MSME/others in EMD. The bidder shall be required to submit the **Earnest Money Deposit (EMD) @ 2% of the estimated bid value for an approx amount of Rs 3,00,000/- (Rupees three lakh only)** by way as mentioned in E-Tender only. The demand drafts shall be drawn in favor of **Managing Director, UPMSCL, Lucknow** payable at Lucknow needs to be submitted to UPMSCL Head Office as per the E-Tender schedule. EMD will be refunded (without interest) to unsuccessful bidders after completion of the bid process. Account details of UPMSCL are:

- **ACCOUNT No.:** 39366886265
- **NAME:** UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
- **IFSC:** SBIN0012732
- **BANK:** STATE BANK OF INDIA
- **BRANCH:** ARJUNGANJ, LUCKNOW

The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful bidders, it would be returned after the award of the contract. Bids received without demand drafts of EMD will be rejected. The earnest money deposit of bidders shall be refunded within 30 days without interest after the award of the contract.

The EMD will be forfeited on account of one or more of the following reasons: a) The bidder withdraws its proposal during the bid validity period. b) In case of a successful bidder, the said bidder withdraws the offer or refuses to accept the letter of award for empanelment of advertising agencies after empanelment.

### **12. Pre-bid Meeting**

As per schedule Chapter-4. The purpose of this meeting will be to clarify issues and to answer queries on any matters that may be raised at that stage. The bidder is requested to submit any queries in writing by e-mail so as to reach UPMSCL before 24 hrs. of the pre-bid meeting date. Queries relevant to the bid Documents shall be addressed to the Managing Director, UPMSCL. Reply to the bidder's queries will be made by UPMSCL by uploading the response on the UPMSCL website. Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting. Any modification of the bid documents, which may become necessary as a result of the pre-bid conference, shall be made by UPMSCL exclusively through the issuance of an Addendum (or Addenda) and not through the minutes of the pre-bid conference. Addenda will be treated as part of the Tender Document. The copy of Addenda and response to other queries will also be hosted on UPMSCL website ([www.upmsc.in](http://www.upmsc.in)) e-portal for the purpose of downloading.

### **13. Overall bid Evaluation Process**

- Evaluation criteria will be based on the evaluation of the bidder meeting the technical qualifications (including eligibility criteria).
- Lucknow-based agencies in the list are eligible for empanelment.

#### **Eligibility Criteria:**

<b>S.N</b>	<b>Qualification</b>	<b>Documentary Evidence to be attached</b>
1	The agency should be an Indian registered company/ Limited Liability Partnership (LLP)/ partnership firm/ Proprietorship firm engaged in the job of advertising for a minimum of 3 years in India	Certificate of incorporation or Certificate of Commencement or Certificate confirming LLP or Trade license/Partnership deed

S.N	Qualification	Documentary Evidence to be attached
	as of 31st March 2024. Consortium of companies/service providers is not allowed.	
2	The agency should have full and continuous Indian Newspaper Society accreditation for the last 3 years and should be valid as on the date of submission of response against Tender.	Copy of self-attested accreditation certificate to be submitted against the Tender. UPMSCCL may ascertain accreditation status from INS.
3	The agency should have a minimum Average Annual turnover of the last three financial years (2020-21, 2021-22, and 2022-23) at least Rs.. 45,00,000/- @30% of the estimated bid value.	Audited financial statement (balance sheet and P&L account) from CA for these 3 years is to be submitted.
4	The agency must have successfully handled at least 2 advertisement campaigns in the last one year to be reckoned from due date of submission of response against this Tender.	Creative along with tear sheets of at least 3 different publications for print media and Completion certificate.
5	The agency must have an office in Lucknow at the time of submission of bid till the tenure of the tender.	Proof of Lucknow office address (Rent agreement / Electricity bill / GST or MSME registration Certificate or any other documentary proof issued by the Govt.)
6	The firm/agency should have three years of experience of providing the similar type of services as mentioned in the table to Government departments/PSU/reputed NGOs.	Work Order/Agreement/Experience certificate of Govt. dept./PSUs/reputed NGOs need to be submitted clearly mentioning the type and services provided in the last three years as on the due date of submission of bids. Documents to be attached
7	The agency should neither have been debarred and/or blacklisted by any Central/State Govt. Department/Universities/Educational Institutions/Organization etc. nor should have any litigation enquiry pending and/or initiated by any of these Department or Court of Law.	Declaration as per Performa. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-.
8	Name of preferred news papers	Times of India, Dainik jagran, Amar ujala, Hindustan times, Hindustan hindi, The New Indian Express (for south edition), Employment news paper
9	Edition	Delhi, Mumbai, Chennai, Kolkata, Bangaluru, Hyderabad, pune, Ahmadabad, Lucknow, Vadodara, Nagpur, jaipur, Chandigarh, Patna, Raipur, Goa, Ranchi, Bhopal, Bhubaneswar

## CHAPTER 7: Proposed Contract Terms

### 1. Job Allocation

- The empanelled agencies will be required to offer services for routine advertisement release and publications:
  - In newspapers having DAVP rates at DAVP rates only.



2. The agency will not be paid for generating designs, creative options, and translation of material from English to Hindi or into any other Indian language.
3. The agency will assist the advertiser in advertising it on methods and media of advertising, preparation of drawings and blocks, undertaking research work, and dealing with the newspapers/publications on behalf of the advertiser.
4. The agency shall ensure that in all tender advertisements released in newspapers/publications, optimum utilization of space is made with no wastage of space and the advertisement is cost-effective.
5. The agency shall submit the proofs of the advertisements prepared by it to the advertiser before the subject matter is actually printed or published. The advertiser shall return the proof with its official seal.
6. In the event of any error or omission not being corrected by the agency after the duly corrected proof has been returned by the advertiser to the agency, the latter shall be liable to compensate the advertiser for the entire cost of the advertisement so published incorporating therein the said error or omission.
7. UPMSCCL reserves the right to place an order for the full or part quantities under any item of the work under the scope of work.

## ***2. Term of Empanelment***

a. The term of empanelment shall be for a period of 12 months extendable by one year depending on the performance of advertising agencies. b. The management reserves the right to select or reject any application without assigning any reason thereof. c. UPMSCCL reserves the right to terminate the services of the agency any time without assigning any reason whatsoever. Such a decision shall be final and binding on empanelled agencies.

## ***3. Copyright Issues***

a. The agency will be responsible for copyright issues concerning the usage of images, footage, text material, etc. obtained through various sources. UPMSCCL will not be a party to any dispute arising out of copyright violation by the Agency. b. The ownership of all print/outdoor/online creative and publicity materials/produced/designed through the creative agency will at all times rest with UPMSCCL and the agency/copywriter, etc. will have no proprietary or other right in respect of the same. This would include full copyright for all-time use of the images/photographs used in the creative and publicity material. c. The agency will be responsible for obtaining any permission that may be required for undertaking the work as detailed in subsequent offers from time to time. UPMSCCL will assist in this regard wherever possible. d. Once the agency has submitted the artwork/other details to UPMSCCL, it shall become the property of UPMSCCL.

## ***4. Remuneration***

It is clearly understood by the agency that it shall not be paid any remuneration for the various printing jobs, design, and artwork in the display of the advertisement and/or for the release of the publication and that the agency will have to reimburse/remunerate itself from the discounts offered to it by the newspaper/publication on the applicable DAVP rates. In no eventuality shall any amount be claimed by the agency from the advertiser or shall be due to the agency from the advertiser.

## ***5. Payment Terms for Newspaper Advertisement***

a. No advance payment will be considered. b. The agency shall send an Invoice to the advertiser stating therein the total cost of publication incurred on DAVP rates. The agency should release the advertisements on DAVP rates for UPMSCCL. Payment shall be made within 30 working days of the Invoice being delivered to the UPMSCCL office. c. The agency shall provide a copy of the bills raised by the newspaper/publication on the agency along with the invoice to the advertiser. d. Payment and

terms for other jobs, which shall be decided when the work is awarded to the successful bidder after competitive bidding, shall be made in accordance with the terms and conditions set at that time. e. All payments against invoices shall be made in INR through RTGS/NEFT to the account of the concerned agency against the pre-receipted invoices submitted in triplicate, complete in all respects on the last working day of each month. Necessary details supported with a canceled blank cheque leaf shall be provided by the agency. f. GST shall be paid, as applicable. g. TDS will be deducted at source, as per rules.

#### ***6. Performance Security***

Successful bidder/s shall have to submit a Performance Security of Rs. 7,50,000/- (Seven lakh fifty thousand only) @5% of the bid value in the shape of a Demand Draft drawn from any Nationalized Bank in favor of MANAGING DIRECTOR, UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED. This should be valued up to full tender period and extra 180 days, it will be returned to the bidders after the expiry / termination of rate contract without interest. Security deposit shall be released after successful completion of the contract subject to compliance and settlement of all outstanding dues.

The performance security will be forfeited in the event of a breach of contract by the agency.

#### ***7. Applicable Law***

a. The contract shall be interpreted in accordance with the laws of the Union of India. b. Governing Law and Choice of Forum:

- The laws of India shall govern this project. Any suit, action, or proceeding shall be confined to the exclusive jurisdiction of Courts at Lucknow Uttar Pradesh (India).

#### ***8. Confidentiality***

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement, or UPMSCL business or operations without the prior consent of the other party.

#### ***9. Consortium***

No consortium will be entertained by UPMSCL.

#### ***10. Income Tax/Goods & Service Tax Registration Certificate***

PAN and GST registration No. should be quoted.

#### ***11. Language***

a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and UPMSCL, shall be written in the English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Contract, this translation shall govern. b. The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **12. Notices**

a. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch. b. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

## **13. Termination**

UPMSCL may, without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence, UPMSCL shall give not less than thirty days written notice of termination to the Service provider.

### **Termination of The Contract**

The Contract is liable to be terminated if the Service Provider: i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or ii. Makes an arrangement with or assignments in favor of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or iii. Abandons the work; or iv. Persistently disregards the instructions of UPMSCL in contravention of any provision of the Contract; or v. Fails to adhere to the agreed program of work; or vi. Assigns or sublets the work in whole or in part thereof without prior written consent of UPMSCL; or vii. Performance is not satisfactory; or viii. If the Service Provider obtains the contract with UPMSCL in an illegal manner; ix. Information submitted/furnished by the contract is found to be incorrect. x. The above shall be without prejudice to UPMSCL’s other rights under the law.

### **Consequences of Termination**

If the contract is terminated by UPMSCL for reasons detailed above or for any other reasons whatsoever: i. UPMSCL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims, etc. that may be available to UPMSCL. ii. Performance Security in any form submitted by the Service Provider shall stand forfeited. iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits. iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses, etc. incurred by UPMSCL as a consequence of termination of the contract.

### **Termination for Convenience**

i. UPMSCL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for UPMSCL’s convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective. ii. Liability on closure of the contract on any account including termination, expiry, etc. The service provided shall be obliged to hand over all the legacy database to UPMSCL on the closure of an agreement to enable UPMSCL to migrate and operate the same on any other software.

#### **14. Legal Liability**

UPMSCL reserves the right to recover any liability arising out of an act directly attributable to the service provider.

#### **15. Settlement of Disputes**

a. General: If any dispute arises between the Service Provider and UPMSCL during the execution of the contract, it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in UPMSCL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing. b. Legal Jurisdiction: All legal proceedings arising out of any dispute between both parties regarding the contract shall be settled by a competent court situated in Lucknow (UP) only. c. If any dispute arises out of the contract with regard to the interpretation, meaning, and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof. d. All legal proceedings shall have to be lodged in courts situated in Lucknow (UP) and not elsewhere.

#### **16. Reservation of Rights: UPMSCL reserves the right to:**

a. Extend the Closing Date for submission of the Proposals. b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the UPMSCL Website <http://www.upmsc.in>. c. Seek information from the Bidders on any issue at any time. d. Accept any bid or reject any bid without assigning any reasons and accept bids for all or any one option for which the bid has been invited. e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during the currency of the agreement. f. Make enquiries from any person, company, or organization to ascertain information regarding the Bidders and its proposal. g. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

#### **17. Suspension**

a. UPMSCL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider. b. UPMSCL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

#### **Evaluation Criteria**

The selection of the L1 bidder will be based on the highest discount offered on the DAVP rates. The evaluation process will include:

1. **Technical Evaluation:**
  - Accreditation with INS
  - Experience in advertising services

- Financial turnover
- Compliance with eligibility criteria

**2. Financial Evaluation:**

- Only technically qualified bidders will proceed to the financial evaluation.
- The bidder offering the highest discount on the DAVP rates will be selected as the L1 bidder.
- If multiple bidders offer the same highest discount, the final L1 will be selected through the merit basis on the following criteria –

SI No.	Assessment Topic	Marks Achieved
1	Annual Turnover (Total Marks 10) – (45 Lakh = 5, >45L to 50L = 6, >50L to 55L = 7, >55L to 60L = 8, >60L to 65L = 9, >65L & above = 10)	
2	Work Experience (Total Marks 10) – (3years =5, 4 years =6, 5 years =7, 6 years =8, 7 years =9, 8 years & above = 10)	

**Checklist for Bidders**

Bidders must ensure all required documents are submitted, including:

- Description of the bidder
- Receipt for EMD deposit
- Acceptance of all terms and conditions in all Sections of the Tender document
- MSME registration certificate (if applicable)
- GST registration certificate
- Copy of firm's PAN card
- Bank Details of the bidder
- Bid form (As per annexure-1)
- Letter of undertaking (As per annexure-2)
- Self-Declaration- Non Blacklisting (As per annexure-3)
- Average Annual Turnover Certificate (As per annexure-4)
- Details of Past Experience (As per annexure-5)
- Letter of Authorization (As per annexure-6)
- Other documents for establishing eligibility of the bidder

**Annexure 1**

**Bid Form**

I. Addressed to

a.	Name of the tendering authority	<b>MD, UPMSCL, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(U.P.)</b>
b.	Address	<b>MD, UPMSCL, SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010(U.P.)</b>
c.	Telephone	0522-2838102
e.	Email Id	media@upmsc.in

II. Tender No. **UPMSCL/MEDIA/Empanelment Advt/2024/**

dated: ..... , 2024

III. Other related details:-

1	Name of Bidder				
2	Name & Designation of Authorized Signatory				
3	Registered/Head Office Address				
4	Lucknow Office	Address			
		Phone			
		Fax:			
		Contact Person			
		Phone			
		Email id			
5	Year of Establishment				
6	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7	Telephone Number(s)/ Mobile				
8	Website URL				
9	Fax No.				

IV) Earnest Money amounting to Rs. 3,00,000 /- details are .....

V) Discount will be given on DAVP Rates. In percentage \_\_\_\_\_

VI) We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VII) Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: - Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Letter of undertaking**  
**(ON THE LETTER HEAD OF THE BIDDER)**

To

**Managing Director,  
UPMSCL  
SUDA Bhawan,  
7/23, Sector-7, Gomti Nagar Extension,  
Lucknow-226010(U.P.).**

Madam,

**Subject: Selection for Empanelment of Advertising Agencies**

This bears reference to **UPMSCL/Media/ tenderAdvt/2024/10 Dated: 28 August, 2024.**

We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent UPMSCL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_\_/\_\_\_/2024 at (place)\_\_\_\_\_and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you, Yours faithfully,

Name of the Bidder: - Authorized Signatory: - Seal of the Organization: -

Date:

Place:



**SELF-DECLARATION – NON BLACKLISTING**

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

To

**Managing Director,  
UPMSCL  
SUDA Bhawan,  
7/23, Sector-7, Gomti Nagar Extension,  
Lucknow-226010(U.P.).**

Madam,

In response to the Tender **UPMSCL/Media/ Tender Advt/2024/10** Dated: **28 August, 2024** for empanelment of Advertising Agencies I/We hereby declare that presently our Company \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**AVERAGE ANNUAL TURNOVER CERTIFICATE**

To

Managing Director, UPMSCCL Ltd.

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh-226010

We hereby certify that **M/s** \_\_\_\_\_ (the name of participant in the tender) who is participating the tender, called by UPMSCCL Ltd. Lucknow, vide Tender reference number.....has a turnover given as below: -

Turnover in the year of 2020-2021. RS.....

Turnover in the year of 2021-2022. RS.....

Turnover in the year of 2022-2023. RS.....

The above information is correct and true.

Office seal:

Signature

Name of Proprietor / Partner/Authorized

Signatory of bidder with firm's rubber

stamp/seal

**CERTIFIED BY CHARTERED ACCOUNTANT (CA)**

Name of Chartered Accountant (In capital letter):

Regd. No. of Chartered Accountant: \_\_\_\_\_

Signature and Rubber Stamp of Chartered Accountant: \_\_\_\_\_

NOTE: The turnover of other than participant will not be accepted. Audited balance sheet & profit & loss statement for last three years (Self attested & Certified by CA shall also be enclosed as proof of the claim) shall also be enclosed as proof of the claim).

UDIN no. should be mentioned on each financial statement submitted in bid.

**Annexure – 5**

**Details of Past Experience:**

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU

<b>S.No</b>	<b>Description of assignment</b>	<b>LOA/Work Order No. and date</b>	<b>Address &amp; Phone no. of Client.</b>	<b>Value of Contract/ work order</b>	<b>Date of commencement</b>	<b>Scheduled Completion date</b>	<b>Actual Completion Date</b>	<b>Reason for delay in execution, if any</b>
1.								
2.								
3.								
4.								

Place:

Signature of authorised signatory

Date

Name

**Letter of Authorization:**

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms... ..son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of .....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selectionas the <project title> for the <name of the client>... project, proposed to be developed by the ..... (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and service provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF.....2024.

For..... (Name and registered address of client)

(Signature, name, designation, and address)

\_\_\_\_\_

Witness:

1. (Signature, name and address)
2. (Signature, name and address)Notarised

Accepted

..... (Signature, name, designation, and  
address of the attorney)Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.

**CHECK LIST**

The bidders are hereby instructed to upload the following documents as per the checklist and must mention the page numbers against each column of the checklist. The documents should be page numbered & arranged serially, self-attested, stamped by the authorized signatory and attested by public notary.

**Checklist sheet is mandatory to fill & the documents of technical bid should be arranged in accordance to checklist**

S. No.	Description of the document	Yes/No	Page no.	Remarks
1	Description of the bidder: (as per tender required)			
2	Copy of Receipt for deposit of EMD			
3	Acceptance of all terms & conditions in all Sections of Tender document. (as per tender required)			
4	MSME registration certificate.			
5	GST registration certificate.			
6	Copy of firm's PAN card.			
7	Bank Details of the bidder.			
8	Bid form (As per annexure-1)			
9	Letter of undertaking (As per annexure-2)			
10	Self-Declaration- Non Blacklisting (As per annexure-3)			
11	Average Annual Turnover Certificate (As per annexure-4)			
12	Details of Past Experience (As per annexure-5)			
13	Letter of Authorization (As per <b>annexure-6</b> )			
14	Other documents for establishing eligibility of bidder			

**Note: Integrity pact & Agreement are not required to be submitted as part of the bid as the same would be required to be furnished by qualified bidders to whom contracts shall be awarded.**