



THE STATE TRADING CORPORATION OF INDIA LIMITED
JawaharVyaparBhawan, Tolstoy Marg, New Delhi-110001

No. STC/ CO/PR&A/10047/2021-22

Date: 24.09.2024

Invitation of EOI for Empanelment of Advertising-cum-Printing Agencies

The State Trading Corporation of India Limited (STC), a Central Public Sector Enterprise (CPSE) under the administrative control of Department of Commerce, Ministry of Commerce and Industry, Govt. of India.

The STC invites EOI (Expression of Interest) from Advertising – cum-Printing Agencies (hereinafter called “Agencies”) operating in Delhi/NCR for empanelment with its Corporate Office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 for a period of 3 years i.e. from 2024-25 to 2026-27 for various activities such as Advertising, Designing & Printing of Annual Reports and any other related works. Agencies must have digital and social media marketing capabilities. Interested Advertising-cum-Printing Agencies may send their EOI in sealed covers to the Chief Manager (PR&A), The STC of India Ltd; Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi latest by 14:30 hours on 15.10.2024 alongwith necessary documents/enclosures and EOIs shall be opened at 15:00 hours on the same date.

The Agencies should read the EOI document carefully before submission of their EOI.

Essential Pre-Qualifications:

- (a) The Agency must be registered in India under the Companies Act or the Shops & Establishments Act. Self-attested copy of registration proof should be enclosed.
- (b) The Agency should declare the agency type such as Partnership/ Proprietorship/Company etc., in the format provided at Annexure-I.
- (c) The Agency should have total turnover of not less than Rs.2 Crore for last three financial years. Turnover Certificate (consolidated) of last three financial years certified by Chartered Accountant should be enclosed. Please do not submit Book of Accounts or additional documents.
- (d) The Agency should have completed similar jobs at least for any two Govt. Organizations/PSUs of minimum sum of Rs.5 Lakh billing each client per year during any two of the last three financial years. The documentary proofs (i.e. client certificate/job order + proof of payment/CA certificate) to the effect should be

submitted by the Agency. Do not submit documents of work experience/billing for more than 2 clients or from earlier than 2017.

- (e) The Agency should submit single-page profile of the Agency, including details of skilled manpower and resources.
- (f) Self-attested copies of GST (Delhi/UP/Haryana) and PAN of the Agency (or of sole proprietor) must be submitted.
- (g) INS accreditation proof of last three years should be submitted.
- (h) MSME Registration Certificate wherever applicable must be submitted.
- (i) Proof of registered office address in Delhi/NCR must be provided.

Evaluation Criteria:

Agency who submit all required information (Empanelment Forms, supporting EPQ documents, and creative designs) and fulfill the essential profile requirements will be shortlisted for Creative Evaluation. Upon being further shortlisted in the Creative Evaluation, based on creativity of submitted designs and their relevance to STC, Agency may be called for a final presentation to a designated Committee. Surprise visits of Agency may also be conducted by STC.

The final panel of Agencies will have a validity of minimum THREE (03) FINANCIAL YEARS i.e. 2024-25, 2025-26 & 2026-27 subject to satisfactory performance by the Agencies. If however, any agency(s) does not participate (while empanelled) in STC's Limited Tenders for various jobs on two or more consecutive occasions, they are liable to be dis-empanelled due to non-performance, at the sole discretion of STC.

STC reserves all rights to empanel as few or as many number of Agencies as it deems necessary.

Instructions for submission of EOI

1. Agencies need to submit their Expression of Interest (EOI) alongwith all the necessary documents/enclosure in sealed envelopes through **physical mode only** to be dropped in the sealed box kept at **"Reception" at Ground Floor, Jawahar Vyapar Bhavan, The STC of India Ltd; Tolstoy Marg, New Delhi-110001.**
2. EOI received in any other form like fax/post etc shall be rejected.
3. Agencies may download the EOI document free of cost from STC website: www.stclimited.co.in.
4. The Agencies are required to enclose all the relevant documents in complete; otherwise the EOI is liable to be rejected.
5. The Agencies are advised in their own interest to submit the EOI well before the document submission closing date and time. No request for accepting EOI after closing date/time shall be entertained.

6. The Agencies may regularly visit STC website for any information/clarification/addendum/corrigendum etc. related to this EOI, processing of EOI received, award of job, pre EOI meet decisions etc. STC shall not be liable to send any information individually or publish a public notice for any further information regarding this EOI in newspapers.
7. STC may ask the Agencies to submit any or all the documents in original or any additional information/documents as per the requirements.
8. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words does not represent arithmetically correct total, the amount in figures shall prevail.
9. The Agencies has to satisfy STC for ensuring sufficiency of documents necessary for EOI evaluation at his cost, if so desired by STC.
10. In case of any ambiguities/doubts, the text in English language will prevail.

Documents to be submitted:

- (1) Address Proof in Delhi-NCR
- (2) Proof of Registration of Agency
- (3) Copy of PAN
- (4) Copy of GST (Delhi/UP/Haryana registration)
- (5) CA certification of Turnover (last 3 FYs)
- (6) Copy of INS Accreditation (last 3 years)
- (7) Copy of MSME Certificate (if applicable)
- (8) Singe-page Agency Profile
- (9) Documentary proofs of similar jobs done for any two Govt. Organizations/ PSUs (during any two of the last three FYs; minimum billing of Rs.5 lakh per annum)
- (10) Annexure - 1 & 2
- (11) Creative Designs (I to II)

Submission of Creative Designs:

The Agencies must submit two (02) creative designs alongwith their EOI as stated below:-

- (i) ONE bilingual corporate advertisement creative (print) for STC's image building/ reputation management.
- (ii) ONE bilingual commodity advertisement creative (print) for STC.

Queries:

For any query regarding EOI requirements, the Agencies may contact Dr.Jagdish Prasad, Chief Manager, Mob.9991135625 OR Sh. Rajiv Meena, Manager, Mob.7898920025 during working hours from 09:30am to 17:30 pm only.

STC reserves the right to accept or reject any or all of the EOIs without assigning any reason whatsoever. Submissions not in line with our format, terms/conditions, technical EOI requirements and other parameters will be rejected.

TERMS & CONDITIONS

ARBITRATION

Any dispute or difference whatsoever arising between the concerned parties out of or relating to the construction, meaning scope, operation or effect of this EOI or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of STC. The provisions of Arbitration and Conciliation Act-1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be Delhi. Language of arbitration shall be English only.

INDEMNITY:

The Advertisement Agency will indemnify STC of all legal/ other obligations of its professionals/ employees. STC also stands absolved of any liability on account of fraud or breach of trust caused by the Advertisement Agency, its employees and also for any damages or compensation due to any dispute between the Advertisement Agency and its employees causing thereby any damages affecting the scope of work or the award as given to the Advertisement Agency.

STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party OR any information given by the Advertisement Agency in terms of the scope of work and the award which is in the nature being misleading, factual incorrect, or in any manner conflicts or given against the interest of the STC or which enables the STC to achieve and arrive at its requirement given under this EOI. Advertisement Agency also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree/order/award obtained against the Advertisement Agency having tendency to be enforced against the STC. Also, the STC shall be indemnified, from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of Advertisement Agency, to the extent of Money awarded against/Damages imposed or any other legal obligation directed upon the STC including cost/legal expenses/interest imposed thereupon.

CONFIDENTIALITY:

The Advertisement Agency shall maintain confidentiality in respect of the printing/publication of advertisement and all other such confidential information and with obtaining the written consent of STC, it shall not disclosed the printing/publication of advertisement or any part thereof or any other relevant confidential information to any third parties, except for the information that is or will be in the public domain (other than through the Advertisement Agency's unauthorized disclosure) or is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the Court or other Government authorities or Courts.

Disclosure of any confidential information by the staff members or agencies hired by the Advertisement Agency shall be deemed disclosure of such confidential information by the Advertisement Agency, and for which the Advertisement Agency shall be held liable for breach of this EOI. This clause shall survive the termination of this EOI for any reason.

SUB-CONTRACTING:

No sub-contracting by the Advertisement Agency shall be accepted. Any sub-contracting shall be treated as breach of the terms and conditions of this EOI, as a consequence of which, termination of the contractual relations with such Advertisement Agency may be initiated at the sole discretion of STC.

APPLICABLE LAW AND JURISDICTIONS:

The EOI will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between STC and Advertisement Agency shall be governed by the courts/tribunals/forums situated in Delhi which shall have the exclusive jurisdiction, to entertain such disputes.

IPR CLAUSE :

- (i) “The Designs / creatives developed by the agencies shall be the property of STC and all the Intellectual property rights arising out of such work will be under the ambit of Intellectual property of STC, and the concerned agency or any of its representatives shall not have any claim over such artwork/ designs/creative/ logo/layouts/ footage/ images/text or any other printed work as per the release order of STC.”
- (ii) The ownership of the rights over the subject matter as stated above shall be of STC whether applied by STC or not. In the event there is any matter arises for the right of ownership and transfer of ownership of any rights or bundle of rights, the agency shall, in such event and as may directed by the STC or its authorized representatives, obtain the same from the statutory authorities and shall transfer/assign the same to STC.
- (iii) The ownership of all outdoor/online creative and publicity material produced designed through the agencies will at all-time rest with STC of India Ltd. and the agency or any of its representatives/agents will have no proprietary or other rights in respect of the same.

FRAUD PREVENTION

(1) Commitments of the Agency :

The Agencies shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with STC. They agree and undertake to observe the principles/provisions as laid down in 'Fraud Prevention Policy' of STC during the execution of EOI and in any other transaction with STC.

- (a) The Agencies shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of STC's employees any benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the filing process or during the execution of the EOI.
- (b) The Agencies shall not enter with other parties/agencies into any undisclosed EOI or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary EOIs/ contracts, submission or non-submission of EOI or any other actions to restrict competitiveness or to introduce cartelization in the filing process.
- (c) The Agencies shall not commit or allow any employees of STC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further The agency will not use improperly or allow any employee(s) of STC, for purposes of competition or personal gain, or pass onto others, any information or document provided by STC as per of the business relationship, including information contained or transmitted electronically.
- (d) The Agencies shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Agencies if in possession of any information regarding fraud/suspected fraud hereby agree and undertake to inform STC of same without any delay.
- (f) The Agencies should not have been blacklisted by any Central Govt./ State Govt. departments, PSUs/ Autonomous bodies/ PSU Banks etc. during the last five (5) years.

(2) Disqualification from EOI process and exclusion from future agreement/contracts:

If the Agencies, before award or during execution has committed a transgression through a violation of this Clause, above or 'Fraud Prevention Policy' of STC in any other form such as to put their reliability or credibility in question, STC other than taking recourse available under law, shall be entitled to disqualify the Agency from undertaking any transaction with STC and/or declare the Agency ineligible to be awarded a work order/agreement/contract either indefinitely or for a stated period of time.

(3) **Damages:**

If STC has disqualified the Agency from the EOI process prior to the award or during execution according to this Clause, STC shall be entitled to demand and recover from the Agency liquidated damages of the agreement value or a suitable penalty.

(4) **Holiday Listing Policy**

Notwithstanding anything contained in this EOI, STC's policy for Holiday Listing of an Agency mutandis applies to this Tender and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, STC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency (s) in accordance with the policy in force.

(5) **Termination**

STC reserves the right to cancel/terminate the EOI at any point of time by giving 15 days' notice, and no dispute in relation to such cancellation shall be raised by the Agencies.

AGENCY EMPANELMENT FORM

- 1) Name of the Agency:
Change of Name (if any) since initial establishment:
- 2) Year of Establishment:
- 3) Type of Establishment (Partnership/ Proprietorship/ Company, etc.) (attach a single-page profile):.....
- 4) Registered Office Address (should be registered in India; attach self-attested copy of Registration Proof).....
- 5) Correspondence Address (proof of working address in Delhi-NCR to be provided):.....
- 5) Contact Person (name & designation):
- 6) Office Telephone Nos. :
- 7) Email ID:
- 8) Website (if any):
- 9) No. of Branch Offices & Locations:
- 10) GST Registration (Delhi/UP/Haryana) (attach self-attested copy):
.....
- 11) PAN (attach self-attested copy):
- 12) INS Accreditation of last 3 years (attach copies):
- 13) MSME (attach registration copy, if applicable): YES/NO
- 14) Turnover (in Rs.) (Minimum turnover required of Rs.02 crore or above during last three FYs; attach CA certification to the same effect, not the entire book of accounts):-

2021-22	2022-23	2023-24

- 15) Work experience with at least two PSUs/Govt. bodies amounting to minimum sum of Rs.10 lakh billing per annum during any two of the preceding three FYs. (attach work orders/client certificate as well as paid bill proofs from two clients or only CA certificate to the same effect):-

Name of Client	Billing Amt. in 2021-22	Billing Amt. in 2022-23	Billing Amt. in 2023-24
Total (should be minimum Rs.10 lakh per FY, for any two FYs)			

- 16) Awards Won, if any (please specify in the relevant boxes, post 2015 only – proof of the same may be asked to be submitted at a later stage; no need to submit at this stage):-

International	National

- 17) Areas of services (please tick relevant boxes):-

Branding & Marketing Communications	
Advertising & Campaign Planning	
Creativity & Copywriting	
Content Writing &	
Graphic Design & Desktop Publishing	
Printing & Production (offset & digital)	
Media Planning & Media Buying	
Digital / Social / Online Media	
Exhibitions & Fabrication	
Public Relations & Publicity	
Event Planning & Management	
Audio-Visual/ Video Production	

Official Stamp & Signature:

LETTER OF EXPRESSION OF INTEREST

- (a) This is with reference to the EOI No. STC/CO/PR&A/10047/2021-22 dated 24.09.2024 for the Empanelment of full service Advertising-cum-Printing Agencies for a duration of minimum THREE years.
- (b) We, M/s. (name of agency), hereby confirm that the information provided by us as part of our EOI is true to the best of our knowledge and we have no objection if the same is verified by STC.
- (c) We understand that STC reserves the right to decide whether or not to consider us for empanelment, that STC reserves the right to accept or reject any or all the EOIs without assigning any reason whatsoever, that STC reserves all rights to have any number of agencies as deemed fit on its panel and to award them work at its discretion during their period of empanelment with STC.
- (d) We have not been blacklisted by any Central Govt./ State Govt. departments, PSUs/ Autonomous bodies/ PSU Banks etc. during the last five (5) years.
- (e) We accept the terms and conditions specified in the EOI document and assure you of our active participation in all subsequent stages of the tender process if shortlisted.
- (f) We further assure you of the best of our services in the case we are chosen to be empanelled.

Signature of authorized signatory:

Name:

Designation:

Contact No.:

Date:

Place:

Official Stamp: