



BID DOCUMENT

TENDER FOR Empanelment of top-level advertising agencies

TENDER NO. 20/32/2015/PROM

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TEA BOARD OF INDIA
14 B.T.M. Sarani, Kolkata-700 001

SECTION-I

NOTICE INVITING TENDER

Office of issue : Secretary, Tea Board, Kolkata
Tender No : TENDER NO. 20/32/2015/PROM

Tender Document : Details are given below
Due date/Time of receipt : 21/07/2015 at 1300 Hrs.
Opening date/ time : 21/07/2015 at 1500 Hrs.

Sealed tenders are invited on behalf of Chairman, Tea Board, Kolkata, for **Empanelment of top-level advertising agencies.**

Eligibility of bidder:

- A. Indian companies registered to take up tendered items of work and whose annual turnover in the last financial years was more than Rupees 50 crores (Rupees fifty crores only) as advertising consultants for all types of promotional and brand building exercises and providing marketing communications services in reputed firms and Government/Semi-Government organizations along with its eligibility conditions as described in detail in the tender document. The purpose of this tender is to shortlist and empanel the advertising agencies based on parameters specified below. It is planned to prepare a panel of top-level advertising agencies who can execute the promotional jobs on tight schedules as and when required. The Panel of Advertising Agencies empanelled through this Tender shall be eligible to quote to undertake the above jobs based on specifications, colour scheme, design, script etc. provided/approved by Tea Board. The Agency would be required to develop a specimen/artwork of the required advertising/promotional material and quote the unit price. The Agency quoting the least price for the selected/approved artwork shall be assigned the work. To ensure that there is adequate response to the queries called by Tea Board, from time to time, Tea Board reserves the right to de-empanel the Agencies who abstain from submitting their quotations regularly.

Bid security (EMD) shall be Rs. 25,000/- (Rupees twenty five thousand only) payable in the form of demand draft in favour of "Tea Board, Kolkata".

Tender Document may be downloaded from the website of Tea Board (www.teaboard.gov.in) and a DD of Rs. 1000/- in favour of Tea Board payable at Kolkata. has to be attached with the Technical Bid of tender as the cost of tender document.

Secretary,
Tea Board, Kolkata

INFORMATION TO BE GIVEN BY THE BIDDER

- 1. Name of the Bidder Firm/Company :
- 2. Address :

- Telephone No. :
Office
Residence
Mobile
FAX

- 3. Registration particulars of the Firm/Company :
viz. Proprietary, Partnership, Private Limited,
Public Limited etc. (attach photocopy of the
Certificate of Incorporation)
- 4. Name of Proprietor/Partner/Director signing the :
tender document.
- 5. Name/Designation/Address of the Authorized :
Signatory holding the Power of Attorney
(if any)
- 6. Income Tax Return Particulars :
Permanent Account Number (PAN) :
- 7. Details of Experience :
- 8. Details of Technical Personnel
- 9. Trading License

Certified that the information given above is true and if any information is found to be false or misleading the tender/contract may be cancelled.

Name:

Signature

(Capacity in which signed)

SECTION-II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.

DEFINITIONS:

- a) "TEA BOARD" means Tea Board Of India, a Commodity Board under the Government of India, Ministry of Commerce and Industry and having its Head Office at 14 B.T.M Sarani, Kolkata 700001.
- b) "The purchaser" means the Chairman Tea Board, KOLKATA acting through the Secretary, TEA BOARD, Kolkata.
- c) "The Bidder" means "Service Provider" or firm who participates in this tender and submits its bid.
- d) "The Supplier" means the successful bidder supplying the goods and services under the contract.
- e) "The Goods" means all the services and/or other materials, which the supplier is required to supply to the purchaser under the contract.
- f) "Provisional acceptance letter/letter of intent" means the intention of the purchaser to place the purchase order on the bidder.
- g) "The Purchase Order" means the order placed by the purchaser on the Supplier signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.
- h) The purchase order shall be deemed as "Contract" appearing in the document.
- i) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

The eligible bidder shall be an Indian Company having experience as advertising consultants, media planners, marketing communication advisors, brand builders, communication and strategy managers for various promotional projects for both overseas and domestic markets as well as having extensive international and national networking across all media partners and whose annual turnover in the last financial years was more than Rupees Fifty crores. Further, the bidder should have capability and experience in

- 1) Carrying out the role of advertising consultants, being both creative agency and implementation agency including production of promotional materials for both overseas and domestic markets in reputed firms, Government/Semi Government organizations.
- 2) Able to strategize, plan and execute 360 degree communication in generic category promotion for both domestic and overseas market. Should be able to release advertisements. Able to plan for B2B and B2C programmes.
- 3) Undertake audio visual promotional projects, do brand building exercise, conceptualize and implement generic category promotional packages, printing, audio and audio visual projects, ground activities, advertise through all types of media and signages both indoor and outdoor and projects in digital media. The agency should be able to provide 'impact analysis/outcome assessment' of different marketing and promotional activities.

Bids not confirming to these conditions will be rejected outright.

3.COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B.BID DOCUMENT:

4. BID DOCUMENTS:

4.1 The goods/services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

Documents to be enclosed with the Technical Bid	Documents to be enclosed with the Financial Bid
<ol style="list-style-type: none">1. Notice Inviting Tender2. Instructions to Bidders3. General Conditions of Contract4. Special Conditions of Contract5. Schedule of Requirements6. Technical Conditions of Contract7. Current IT Return8. Experience Certificates9. The services being offered in the tender shall be specified in the technical bid and the brochure/certificates/documents of the services mentioned shall be enclosed.10. Turnover Certificate of Minimum Rs. 50 crores11. Bid Form12. Other documents asked for in the tender form13. Any other document as the bidder may wish to submit in support of the bid.	<ul style="list-style-type: none">- Rate chart of all types of jobs proposed to be undertaken by the agency- Performance Security Bond Form- Any other document as the bidder may wish to submit in support of the bid- Mention of the percentage of agency commission on net price at which the agency would undertake jobs

4.2 **The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.**

5. AMENDMENT OF BID DOCUMENTS

5.1 At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendments.

5.2 The amendments shall be notified in Writing or Email or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the purchaser may, at its own discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

I. Technical bid, which shall contain:

- (a) Documentary evidence that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security
- (c) A clause-by-clause compliance
- (d) A Bid form duly filled in by the bidder.

II. Financial bid, which shall contain the Price schedule.

7. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the services to be supplied, a brief description of the same.

8. BID PRICES:

- 8.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight & insurance. The basic unit prices and other component prices need to be individually indicated against the services, it proposes to supply under the contract as per price schedule given in Section VIII in Indian Rupees
- 8.2 Prices indicated in the price schedule shall be entered in the following manner:
- (i) The price of the services, Excise duty, Sales Tax, Insurance, Freight and other statutory taxes payable by the bidder and the installation/commissioning charges, if any, shall also be quoted separately item wise.
 - (ii) The supplier shall quote as per price schedule for all the items given in the schedule of requirement.
- 8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 8.4 The price approved by the purchaser of goods and services will be inclusive of levies and taxes, packing, forwarding, freight and insurance. Break-up in various heads like ED, Sales Tax, insurance, freight and other taxes paid/payable is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

9. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

9.1 The bidder shall furnish, as part of his bid documents establishing the bidders eligibility, the following documents:

- (i) Certificate of Incorporation.
- (ii) Articles of Memorandum of Association or Partnership Deed/Proprietorship Deed.
- (iii) Registration Certificate.
- (iv) Annual turnover certificate for more than Rupees Fifty crores.
- (v) Certificate in respect of capability and experience
 - a. Credentials of having worked on similar accounts in reputed firms and in Government/Semi- Government organization.
 - b. Minimum 10 years of work experience
 - c. Should have handled a generic product and have the relevant and appropriate credentials (eg. INS accreditation) to release programmes on print, ground activities, websites, radio, television, and other audio-visual media. Should be able to conceptualise, design and successfully take on activities for posters, promotional literature, promotional gift items, Outdoor Signages, Billboards, Film/AV scripts, and multi-media activities

9.2 The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.

9.2 To judge the financial capabilities, the firm shall furnish balance-sheet showing turnover.

9.3 The services and products offered must have ability to meet the technical specifications. Necessary document to substantiate this shall be submitted along with the offer by the Supplier.

10. DOCUMENTS ESTABLISHING GOODS/SERVICES CONFIRMITY TO BID DOCUMENTS:

10.1 The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid document of all goods and services, which he proposes to supply under the contract.

10.2 The documentary evidence of the goods and services conformity to the Bid Documents may be in the form of literature, drawings, data and he shall furnish:

(a) A detailed description of the goods/services, essential technical and performance characteristics.

11. BID SECURITY:

11.1 The bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 25,000/- (Rupees twenty five thousand only).

11.2 The bid security is required to protect the purchaser against the risk of bidders' conduct, which would warrant the security's forfeiture.

11.3 The bid security shall be in the form of a crossed Demand Draft or bank guarantee from a Scheduled Bank in favour of "TEA BOARD Kolkata". Payment in any other form is not acceptable.

11.4 A bid not secured in accordance with Para 11.1 & 11.3 shall be ***rejected by the purchaser as non-responsive.***

11.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser.

11.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security.

11.7 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, or

(b) In the case of a successful bidder, if the bidder fails

i) to sign the contract in accordance with clause 27, or

ii) to furnish performance security in accordance with clause 27.

12. PERIOD OF VALIDITY OF BIDS:

12.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the purchaser. ***A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.***

12.2 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

13. FORMAT AND SIGNING BID:

13.1 The bidder shall prepare the bid in separate envelopes for Technical bid and Financial bid, clearly superscribing the name on the envelopes.

13.2 The bid shall be typed or printed and signed by the bidder or a person/persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person/persons signing the bid. The bids submitted shall be sealed properly (wax or PVC tape sealed).

13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

D. SUBMISSION OF BIDS

14. SEALING AND MAKING OF BIDS:

14.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.

14.2 The inner and outer envelopes shall be:

- (a) Addressed to the purchaser on the following address:
Secretary, Tea Board of India, 14 BTM Sarani, Kolkata-700 001.
- (b) Bearing the tender number and the words 'DO NOT OPEN BEFORE.....
(due date) and
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall be dropped in the Tender Box at 8th Floor, O/o Tea Board, Kolkata. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) The purchaser shall not be responsible if the bids are delivered elsewhere.

14.3 If the outer envelope is not sealed and marked as required, the purchaser shall not accept the bid. In case the inner envelopes are not sealed and marked as required, the bid shall be rejected.

15 SUBMISSION OF BIDS:

15.1 Bids must be received by the purchaser at the address specified not later than 1300 Hrs on 21/07/2015.

15.2 The purchaser may, at its discretion, extend this deadline for the submission of the bids in which case all rights and obligations of the purchaser and bidders will be subjected to the deadline as extended.

16 LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser shall be rejected and returned unopened to the bidder.

17 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by Email/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

17.3 No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

18 OPENING OF BIDS BY PURCHASER:

- 18.1 The purchaser shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 1500 Hrs on the due date. The bidders' representatives, who are present; shall sign in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given on last page).
- 18.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.

19 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder, shall be entertained.

20 PRELIMINARY EVALUATION (TECHNICAL BIDS)

- 20.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to give a power point presentation
- 20.2 While doing the 1st stage technical evaluation, Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 20.4 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself.
- 20.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- 20.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 20.7 After 1st stage of technical evaluation, qualified bidders will be called for the second level of technical evaluation which will be based on Powerpoint presentation on concepts.
- 20.8 During 2nd stage of technical evaluation, the tender will be evaluated based on the agency ranking in India by an independent and reliable party (e.g Brand Equity by Economic Times), credentials, experience of handling important FMCG/(specially beverage) brands, international networking, experience in handling jobs of similar nature as is required by the organization, presence and strength in Kolkata, award winning projects and assignments of iconic stature.
- 20.9 Bids which are found responsive and qualify both stages of Technical Evaluation, will go to the financial bid opening stage.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

21.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.

21.2 The comparison for evaluations shall be of price of the goods offered inclusive of all taxes and levies, installation/commissioning charges.

22 CONTACTING THE PURCHASER:

22.1 No bidder shall try to influence the purchaser on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.

22.2 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. AWARD OF CONTRACT:

The purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable.

24 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the purchaser's action.

26. ISSUE OF ADVANCE PURCHASE ORDER OR LOI:

The issue of an Advance Purchase Order or LOI (Letter of Intent) shall constitute the intention of Purchaser to enter into the contract with the bidder.

The bidder shall, within 15 days of issue of an advance purchase order, give his acceptance along with performance security of Rs. 10 lakh in conformity with section VII provided with the bid documents.

27. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing of performance security of Rs. 10 lakh, the purchaser shall discharge the bid security.

28. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

29. PENALTY CLAUSE

Details of penalty in case of undue delay in execution of work allotted and under performance will attract the following percentage of deduction from the total cost of the job/work:-

(i) For delay up to one week - 05%

(ii) For delay up to two weeks - 10%

(iii) For delay beyond two weeks - 15%.

(iv) In case of underperformance or delay beyond one month, Tea Board reserves the right to cancel the contract and blacklist the Agency.

30. IMPORTANT CONDITIONS:

While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid:

- (i) The bids will be rejected at opening stage if bid security is not submitted & bid validity is less than the period prescribed.
- (ii) Section VIII: Price Schedule – Prices are not filled in as prescribed in the price schedule

Secretary
Tea Board,
Kolkata

SECTION III

GENERAL CONDITIONS OF CONTRACT

1

APPLICATION:

The General Conditions shall apply in the contract made by the purchaser for the procurement of Goods/Services.

2

STANDARDS:

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

3 PATENT RIGHTS:

The supplier shall indemnify the purchaser against all third party claims of infringement of Patent, trademark or industrial design rights arising from use of the services or any part thereof in Tea Board.

4 PERFORMANCE SECURITY:

- 4.1 The supplier shall furnish performance security to the purchaser for an amount of Rs. 10 lakh within 15 days of supplier's receipt of the Advance Purchase Order.
- 4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 4.3 The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Section VII.
- 4.4 The Performance Security Bond will be discharged by the purchaser after completion of the Supplier's performance obligations including Warranty obligations under the Contract.

5 PRICES:

- i) a) Prices charged by the supplier for Goods delivered and services performed under the Contract shall not be higher than the prices quoted by the supplier in his bid.
- b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the purchaser reserves the right to ask for reduction in the prices.
- ii) (a) Price once fixed will remain valid for the period of delivery. Increase and decrease of taxes/duties will not affect the price during this period.
- (b) In case of delayed supplies after delivery period the advantage of reduction of tax/duty would be passed on to the purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax/duty.

6 TIME PERIOD OF WORK

The empanelment would be for a period of three (3) years subject to favourable annual review. This clause will be governed by a written MoU.

7 FORCE MAJEURE:

- 7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 7.2 Provided also that if the contract is terminated under the clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufactures in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

8 TERMINATION FOR DEFAULT:

- 8.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
- (b) If the Supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract or any extension thereof granted by the purchaser.
 - (c) If the supplier fails to perform any other obligation(s) under Contract: and
 - (d) If the Supplier, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as purchaser may authorize in writing) after receipt of the default notice from the purchaser.

8.2 In event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess cost for such similar goods/services. However, the supplier

shall continue performance of the contract to the extent not terminated.

9 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the purchaser.

10 ARBITRATION:

10.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

10 .2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

10 .3 The venue of the arbitrator proceeding shall be the office of the Chairman, Tea Board, Kolkata, or such proceeding places as the arbitrator may decide.

11. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser/TEA BOARD or any other person or persons contracting through TEA BOARD and set off the same against any claim of the purchaser or TEA BOARD or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with Purchaser or TEA BOARD or such other person or persons contracting through TEA BOARD.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

1. Date fixed for opening of bids is, if subsequently, declared as holiday by TEA BOARD, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2. The bid security shall be submitted along with the technical bids.
3. In case where the document of bid security is not submitted in the manner prescribed above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
6. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
7. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. The supply will be accepted only after the tests are carried out by a team identified by the purchaser as per prescribed schedule.
9. The supplier shall:
 - i. Provide services for all as mentioned in schedule of requirement in the tender document.
 - ii. As per the details given in "Scope and Description of Work".

12 EXPERIENCE:

The bidder should have capability and experience of 10 years in reputed firms Government/Semi Government organizations:

- (1) Experience of handling important FMCG/(specially beverage) brands, international networking, experience in handling jobs of similar nature as is required by the organization, undertaking projects on turnkey basis right from conceptualizing to implementation including production of promotional items, as being advertising consultants, media planners, brand builders, communication and strategy managers for various promotional projects for both overseas and domestic markets as well as extensive international and national networking across all media partners.
- (2) Carrying out the role of advertising consultants being both creative agency and implementation agency including production of promotional materials for both overseas and domestic markets
- (3) Be able to strategize and carry out 360 degree approach in generic promotion, undertake audio visual promotional projects, do brand building exercise, conceptualize and implement generic promotional packages, printing projects, projects in digital media etc.

13 RIGHTS IN INTELLECTUAL PROPERTY AND MATERIALS:

13.1 It is agreed that all the rights relating to the Trade Marks and Copy Rights in respect of the advertising and publicity work including press advertisements, literature, scripts, music, radio tapes and programmes, TV spots, films generated in-house by the agency, solely through its Personnel to the exclusion of all Third Parties, on behalf of "Tea Board of India" and paid for by "Tea Board of India" shall vest with "Tea Board of India".

13.2 The agency shall submit all the materials generated by the agency, including the positives, transparencies, stereos, pulls, art-works, radio tapes, film prints, formats, literature etc.

The agency India shall also retain on behalf of Tea Board of India all the materials generated by the agency including the positives, transparencies, stereos, pulls, CDs, DVDs, artworks, radio tapes, film prints, formats, literature etc during the period of empanelment. However, all these materials need to be submitted to Tea Board of India upon completion of the period of empanelment or termination whichever is earlier.

13.3 It is further agreed between the agency and "Tea Board of India" that all concepts, designs, logos, that may have been created by the agency in the course of offering the Services to "Tea Board of India", which **are not approved** by "Tea Board of India" and/or for which there is no payment made by "Tea Board of India" shall remain the exclusive property of the agency with exclusive rights to deal with the same at its sole discretion. It is agreed that "Tea Board of India" shall not make a claim on such concepts or formats which may be created by the agency.

13.4 "Tea Board of India" hereby does not authorize and permit the agency to use any advertising or publicity material created by the agency under this Agreement for any publicity or commercial purpose *inter alia*, any entry for local and/or international industry awards, show reels, uploading on the agencies/parent company's website(s) etc. In special cases permission needs to be obtained for such only upon receiving specific approval from Tea Board on a case to case basis.

14 **CONFIDENTIALITY**

14.1 Both Parties agree that the information provided under this Agreement is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

15.2 EXCEPTIONS

The restrictions set out hereinabove shall not apply to any Confidential Information which:

a. the Receiving Party can prove by documentary evidence produced to the Disclosing Party that such Confidential Information was already in the possession of the Receiving Party and at its free disposal before the disclosure hereunder to the Receiving Party;

b. is hereafter disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party;

- c. is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Receiving Party or the Receiving Party's agents or employees;
- d. is at the time of disclosure, already within public domain;
- e. the Disclosing Party agrees can be disclosed and has properly authorised the Receiving Party to do so;
- f. is independently developed by the Receiving Party;
- g. is or becomes available in writing to the Receiving Party from sources which to the Receiving Party's knowledge are under no obligation of confidentiality to the Disclosing Party; or
- h. is disclosed under any legal requirement or under any statutory or quasi-judicial act, regulation, policy or rules.

ANNEXURE-I SCOPE AND DESCRIPTION OF WORK

Advertising agencies/consultants both creative as well as for production of all types of promotional material and to be able to use all types of media for a 360 degree communication for the Board.

2. Objectives:-

To act as Advertising agencies/consultants for all types of promotional needs and activities of the Board. To appoint and take on board a creative and executive agency who will possess relevant capabilities to successfully envisage, create, design, implement and execute all communication requirement in the relevant media to contribute to bringing about a positive image of India tea and to encourage and augment consumption.

3. SCOPE OF WORK

- Creative inputs for all types of communication
- Being able to implement and carry forward all communication packages for the Board as a turnkey project and undertake brand building exercise
- Undertake media campaigns involving 360 degree approach and work out complete communication packages for generic promotion of India Tea.
- Being able to co-ordinate with all media including, print, audio, audio visual, digital and on-ground activities
- Have good networking with press and PR firms for furthering the generic promotion of the Board

SECTION- V

TECHNICAL CONDITIONS OF CONTRACT

Technical specifications for work/equipment are as below:

- *A bona fide registered advertising agency*
- *Accredited to INS and a member of Indian Broadcast Foundation Accredited advertising agencies having ranking as per (Brand Equity of Economic Times)*
- *Having requisite certification for undertaking all projects associated with advertising agencies as and as would be required by Tea Board of India*
- *Having at least 10 years of working experience*
- *Credentials of having worked on similar accounts in reputed firms and in Government/Semi-Government organizations*

SECTION VI

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver our services in conformity with said conditions of contract and specifications for the sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within the specified timeframe as calculated from the date of issue of your purchase order.

If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum of Rs. 10 lakh for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2015.

Signature of
In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature.....

SECTION VII

PERFORMANCE SECURITY BOND FORM

THIS DEED OF GUARANTEE MADE THIS DAY OF..... between the Tea Board Of India (a Statutory Body under the Ministry of Commerce, Government of India), having its HQ at 14 B.T.M Sarani, Kolkata (hereinafter called the "TEA BOARD") (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and (hereinafter called the "Bank") (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHERE THE TEA BOARD accepted the tender of M/s (hereinafter called the supplier) to supply the TEA BOARD..... as per Contract No. Dated..... (hereinafter referred to as the said contract)

AND WHEREAS the said contract provides that supplier shall furnish Bank Guarantee of Rs. 10 lakh as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the supplier the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the TEA BOARD that the Supplier shall render all necessary and efficient services which may be required to be rendered by the Supplier in connection with and/or for the performance of the said contract and further guarantees that the goods/services which shall be supplied by the Supplier under the said contract shall be actually performing the work required of it to the satisfaction of the TEA BOARD and shall be free from any defects arising from faulty materials, designs and workmanship, inadequate quantity of materials, inadequate contract protection, deficiencies in Design and/or otherwise whatsoever and in the event of the supplier failing or neglecting to render necessary services as foresaid and/or in the event of the goods/services failing to give satisfactory performance, the Bank shall compensate against any loss or damage that may be caused to or suffered by the TEA BOARD by reason of any breach by the Supplier of any of the aforesaid terms and conditions and the Bank further undertakes to pay the TEA BOARD, such sum not exceeding Rs 10 lakh on demand and without DEMUR in the event of the supplier's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the goods/services.
2. The decision of the TEA BOARD as to whether the Supplier failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods/services are free from deficiencies and defects and are capable of performing the work required and as to the amount payable to the TEA BOARD by the Bank herein shall be final and binding on the Bank.
3. The liability of the bank under this Guarantee shall be as of principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 6 months after the goods/services have been delivered, all the dues of TEA BOARD under or by working of the said contract have been fully paid and it is certified by TEA BOARD that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier and a No Demand Certificate submitted to this effect by the supplier.
5. The bank further agrees that the Guarantee herein contained shall remain in full

force and effect for a period of 42 months from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond the said period of 42 months as the TEA BOARD may feel necessary in this behalf provided further that if any claim accrues against the bank before the expiry of the said period of 42 months or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 months or any extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the supplier or the bank and shall be a continuing one.
7. The TEA BOARD has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the supplier and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by TEA BOARD of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the supplier or any other forbearance, act or the omission on the part of TEA BOARD or any indulgence by TEA BOARD to the supplier or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.
8. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of TEA BOARD in writing.
9. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs Ten Lakh (in words). Our guarantee shall remain in force till (period to be mentioned). Unless a demand in writing for a claim under this guarantee is lodged with us on or before (date should be mentioned) all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for
and on behalf of the Bank in the
presence of:

1. _____
2. _____

Signed and Delivered by the Attorney for
and on behalf of the Bank in the
presence of:

1. _____
2. _____

Proforma for Letter of Authorization For Attending Bid Opening

Subject: Authorization for attending Bid opening on 21/07/2015 at Tea Board Kolkata for Empanelment of top-level advertising agencies on behalf of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder) in order of preference given below.

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signature</u>
----------------------------	-------------	---------------------------

I

II

Alternate Representative _____

Signature of Bidder

Or

Officer authorized to sign the bid on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.

PRE-STAMPED RECEIPT

FOR REFUND OF EARNEST MONEY DEPOSIT

Received with thanks from Accounts Officer (Cash), TEA BOARD, O/o Chairman Tea Board Kolkata, a sum of Rs 25,000/- (Rs. Twenty Five Thousand Only), towards the refund of earnest money deposit paid in respect of the tender for Empanelment of top-level advertising agencies against tender number 20/32/2015/PROM.

Date:

Signature of Bidder
(on one-rupee revenue stamp)

Note: Earnest Money Deposit will be returned to unsuccessful bidders only after finalization of the tender.

Name & Address: _____

Section VIII
PRICE SCHEDULE (Financial Bid)

Please mention the agency commission (as a percentage) on which you would be doing projects with Tea Board of India

Items	%age inclusive of all taxes, levies (service tax extra subject to applicable rate)
Agency Commission as percentage of the Work	

(Signature of the Bidder along with Seal)