

**TENDER DOCUMENT**

TENDER Enquiry	Scope of work	T. E. No. & Date
<b>TENDER FOR EMPANELLMENT OF ADVERTISEMENT AGENCIES</b>	Customized and integrated campaign to popularize and create awareness about Handloom Mark Conceptualization, Designing and communication including release of Advertisement in press/TV/radio/outdoor etc. in India and abroad.  Minimum 2 Agencies to be selected.	101(4)/2009/HLM-20-Vol. V Dated 01.02.2010

Tender Document No.-	Receipt No.-
Date of issue -	For Rs. 5000/- (Non refundable)
Name & Address of Bidder	By- Cash/Demand Draft/P.O./ Banker's Cheque (please tick appropriate)



**TEXTILES COMMITTEE  
(Govt. of India, Ministry of  
Textiles)**

The Director(EP & QA),  
TQM Division,  
P. Balu Road, Prabhadevi  
Chowk, Prabhadevi,  
Mumbai-400 025.  
Tel: 022-66527562,66527560  
Fax: 022-66527561,66527509  
E-mail:  
tciso@vsnl.com  
[rotcchennai@gmail.com](mailto:rotcchennai@gmail.com)  
[handloommark@yahoo.co.in](mailto:handloommark@yahoo.co.in)  
Website:  
[www.textilescommittee.gov.in](http://www.textilescommittee.gov.in)  
[www.handloommark.gov.in](http://www.handloommark.gov.in)



***Copy for Textiles Committee***

Issuing Authority:	
	Shri S. Ulaganathan
	Director (EP & QA), Textiles Committee, Mumbai

## TENDER DOCUMENT

TENDER Enquiry	Scope of work	T. E. No. & Date
<b>TENDER FOR EMPANELLMENT OF ADVERTISEMENT AGENCIES</b>	Customized and integrated campaign to popularize and create awareness about Handloom Mark Conceptualization, Designing and communication including release of Advertisement in press/TV/radio/outdoor etc. in India and abroad.  Minimum 2 Agencies to be selected.	101(4)/2009/HLM-20-Vol. V Dated 01.02.2010

Tender Document No.-	Receipt No.-
Date of issue -	For Rs. 5000/- (Non refundable)
Name & Address of Bidder	By- Cash/Demand Draft/P.O./ Banker's Cheque (please tick appropriate)

	<b>TEXTILES COMMITTEE (Govt. of India, Ministry of Textiles)</b> The Director(EP & QA), TQM Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025. Tel: 022-66527562,66527560 Fax: 022-66527561,66527509 E-mail: tciso@vsnl.com <a href="mailto:rotcchennai@gmail.com">rotcchennai@gmail.com</a> <a href="mailto:handloommark@yahoo.co.in">handloommark@yahoo.co.in</a> Website: <a href="http://www.textilescommittee.gov.in">www.textilescommittee.gov.in</a> <a href="http://www.handloommark.gov.in">www.handloommark.gov.in</a>	
---	---	---

***Bidder's Copy***

Issuing Authority:	
	Shri S. Ulaganathan
	Director (EP & QA), Textiles Committee, Mumbai

TEXTILES COMMITTEE  
(Govt. of India, Ministry of Textiles)  
TQM Division,

P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025.

Tel: 91-22-66527562, 66527560, Fax: 91-22-66527561

E-mail: tciso@vsnl.com, roctcchennai@gmail.com

Website: [www.textilescommittee.gov.in](http://www.textilescommittee.gov.in)

[www.handloommark.gov.in](http://www.handloommark.gov.in) / [www.handlooms.nic.in](http://www.handlooms.nic.in)

T. E. No. & Date: 101(4)/2009/HLM-20 Vol.V

Date: 01.02.2010

**INVITATION OF TECHNICAL BIDS FOR EMPANELMENT OF ADVERTISING AGENCIES WITH TEXTILES COMMITTEE W.R.T. HANDLOOM MARK SCHEME**

Textiles Committee, Mumbai invites technical bids from eligible Advertising Agencies **for Empanelment for promotion of Handloom Mark through publicity campaign with Textiles Committee for two years (i.e. 2009-10 & 2010-11)**. The complete Tender Document detailing the eligibility criteria and terms & conditions is available on Textiles Committee website ([www.textilescommittee.gov.in](http://www.textilescommittee.gov.in) & [www.handloommark.gov.in](http://www.handloommark.gov.in)). Bidders can download the Tender document from the website. Tenders can also be purchased from Director (EP & QA), Textiles Committee, TQM Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025 or Jt. Director, Regional Office of Textiles Committee at New Delhi (Naraina), Ph: 011-25896150/25791380 or Deputy Director, Regional Office of Textiles Committee, Chennai, Ph: 044-24615901 from February 01, 2010 to February 22, 2010 during 10.00 hrs. to 16.00 hrs. Sale price of Tender document is Rs. 5000/- (non-refundable).

The eligible advertising agencies may submit their bid in 2 separate sealed covers; **Cover 1:** with **Qualifying Criteria Document** and **Cover 2:** with **Creative and Media Strategy** with clear superscription **“Handloom Mark - Empanelment of Advertising Agencies with Textiles Committee”** on each envelope on or before the due date i.e. 23.02.2010 (Tuesday) before 13.30 hrs. to the above mentioned Textiles Committee, Mumbai address.

Textiles Committee reserves the right to reject any tender without assigning any reason.

## CONTENTS

<b>Sr. No.</b>	<b>Description</b>	<b>Section No</b>	<b>Page(s)</b>
1.	Issue of Tender Documents	I	5
2.	Submission of Tender Documents	II	6
3.	Scope of work	III	7-10
4.	Procedure for empanelment	IV	10-11
5.	Qualifying Criteria	V	11-12
6.	Duration of empanelment	VI	12-13
7.	Scope of Campaign	VII	13-14
8.	Terms and Conditions (General and Special)	VIII	14-23
9.	Enclosure-1. Addresses of Offices of Textiles Committee & Development Commissioner (Handlooms)	IX	24
10.	Enclosure-2. Check list for Bidder	X	24-25
11.	Enclosure-3. Evaluation Criteria	XI	26
12.	Enclosure-4. Performance Security	XII	27-29
13.	Enclosure-5. Agreement	XIII	29-35
14.	Enclosure-6. Confidentiality Statement	XIV	35
15.	Enclosure-7. Format of Covering Letter along with Tender	XV	36-37
16.	Qualifying requirements of Empanelment of Ad Agency (Annexure-I)	XVI	38-43

**Note: Interpretation of any term/ word/ clause lies with the Textiles Committee.**

An Earnest Money Deposit (EMD) has to be submitted along with the tender. Sealed tenders without EMD shall not be considered. Schedule of Tendering process is given below:

1.	Starting date of issue of Tender document.	01/02/2010 (Mon)
2.	Last date of issue of Tender document.	22/02/2010 (Mon)
3.	Date and time for Pre-bid meeting (Briefing Session) in order to clarify any points related to the tender.	11/02/2010 11.00 hrs (at Delhi) (Thu)
4.	Last date and time of submission of Tender	23/02/2010 13.30 hrs (Tue)
5.	Date and time of opening of Tender (Qualifying the Agency)	23/02/2010 16.00 hrs. (at Mumbai)
6.	Date and time of Presentation by Qualified Agencies (Final Ranking of Agency)	25/02/2010 & 26/02/2010 (at Delhi) (Thu & Fri)
7.	Award of Contract to successful Bidders	02/03/2010 (Tue)

## Section-I/Page-5

### 1. ISSUE OF TENDER DOCUMENTS:

The Tender documents may be obtained from The Director (EP & QA), Textiles Committee, TQM Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025 or from the above mentioned Regional Offices of Textiles Committee **(from February 01, 2010 to February 22, 2010 during 10.00 hrs. to 16.00 hrs.)** on payment of Rs. 5000/- (Rupees Five thousand only- which is non refundable), in Cash/Demand Draft/Pay Order/Banker's Cheque drawn in favour of "Textiles Committee" payable at respective place of Regional Offices of Textiles Committee. Tender documents shall not be issued by post, which may be noted.

Tender document is also available on Textiles Committee website [www.textilescommittee.gov](http://www.textilescommittee.gov) and [www.handloommark.gov.in](http://www.handloommark.gov.in) The bidder shall pay Rs.5000/- (non refundable) in Cash/Demand Draft/Pay Order/Banker's Cheque **drawn in favour of "Textiles Committee" payable at Mumbai**, at the time of submission of bidding document downloaded from website.

## 2. SUBMISSION OF TENDER DOCUMENTS:

Tenders should be submitted in 2 separate sealed covers with clear superscription "Handloom Mark - Empanelment of Advertising Agencies with Textiles Committee" addressed to The Director (EP & QA), Textiles Committee, TQM Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, and Mumbai – 400025, along with the documents as per instructions given at the checklist for bidders. Filled in Tender documents, which are hand delivered, have to be dropped in the Tender box kept for the purpose at aforesaid address. Filled in Tender documents sent by Post/Courier services will be received by TQM division of Textiles Committee and after making inward entry for date & time, the same shall be dropped in the Tender box.

A pre-bid meeting (Briefing Session) for bidders will be held at The Office of Development Commissioner for Handlooms, New Delhi, at the address given at Enclosure-1, on February 11, 2010 at 11.00 hrs in order to clarify any points related to the Tender. The bidders or their authorized representatives may attend this meeting, if desire so.

Last date & time for submission of sealed tender at Textiles Committee, Mumbai is, February 23, 2010, 13.30 hrs. On the same day the tenders (Qualifying the Agency) will be opened at 16.00 hrs in the Conference Room of the Textiles Committee, 5th Floor, Textiles Committee, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025. The Tenders (Qualifying the Agency) will be opened in the presence of bidders or their authorized representatives who may wish to remain present at the time of opening of tenders. ***The representative should produce a letter of authority for that purpose.***

\* \* \* \* \*

### 3. Scope of work:

3.1. The publicity campaign should popularize and create awareness about the "Handloom Mark", its benefit to the users as well as the buyers. The campaign should include advertising in print and electronic media, outdoors etc. in India and abroad. It should be a highly customized, integrated and targeted campaign.

### 3.2. Information on Handloom Mark:

The Handloom Textiles constitute a timeless facet of the rich cultural Heritage of India. As an economic activity, the handloom sector occupies a place second only to agriculture in providing livelihood to the people. It is estimated that handloom industry provides employment to 65-lakh workforces directly and indirectly and there are about 35-lakh looms spread practically all over India.

The Office of the Development Commissioner for Handlooms, Government of India has been implementing a number of developmental schemes and programmes to protect the interest and welfare of the weavers. The 'Handloom Mark Scheme' is one such initiative to establish a strong brand image for Indian handloom products in India and abroad. Handloom Mark was launched by the Hon'ble Prime Minister of India on 28<sup>th</sup> June, 2006. Handloom Mark has been introduced with a view to serve as a guarantee for the buyers that the product being purchased is a genuinely hand woven product and not power loom or mill made product. Handloom Mark signifies the origin, i.e. the fabric or product bearing Handloom Mark has genuine handloom origin. The individual weavers, master weavers, handloom retailers, primary and apex handloom societies, handloom corporations, merchant exporters, manufacturers exporters and Self Help Groups, Consortia, Joint Liability Groups, Producer Companies, Handloom Weavers Groups or any other legal entity or organization involved in Handloom activities and approved by Development Commissioner for Handlooms can become members of the Handloom Mark Scheme and avail of its benefits. By opting to become a member of the Scheme, the user will not only be able to procure a

better price realization, but will also be promoting a social cause as most of these products are being prepared by the economically weaker sections of the society. Textiles Committee, a statutory body constituted under an act of Parliament in 1963 under Ministry of Textiles, Government of India has been engaged as the Implementing Agency (IA) for the aforesaid Scheme.

A Handloom Mark logo has been designed by the National Institute of Designs, Ahmedabad. There are two types of logos. One is for the domestic market, in which case the word "handloom mark" is written below the logo. This logo is used on textiles and textile articles of Handloom marketed in India. The other logo is used on textiles and textile articles made from out of Handloom for the export market, in which case the word "Handwoven In India" is written below the logo. The Scheme is voluntary. The Textiles Committee sells the Handloom Mark labels to the interested users, i.e., individual weavers, master weavers, handloom retailers, primary and apex handloom societies, handloom corporations, merchant exporters and manufacturers exporters etc. The full details can also be obtained from the website [www.handloommark.gov.in](http://www.handloommark.gov.in) or [www.textilescommittee.gov.in](http://www.textilescommittee.gov.in).

### **3.3 Budget:**

The tentative budget including agency commission and admissible taxes till 31<sup>st</sup> March 2010 would be Rs. 5.0 crores (approx). It may clearly be noted that this is an indicative budget, which may increase or decrease.

The advertising campaign ranges from tender advertisements to full-fledged multi-media, multi-language campaigns involving creativity. They are expected to be released in major newspapers, magazines and electronic media all over the country at short notice. The advertising campaign may also use short films, posters, brochures, pamphlets and other modes of communications during promotional events from time to time. The thrust areas of advertising are broadly

classified into two categories:

3.4. **ATL (Above the Line)** activities. This includes both the electronic and print media tools. The electronic media tools are – TV Channels, Radio Channels, mass mailing systems like SMS, Internet. Print media tools include newspapers and magazines.

3.5. **BTL (Below the Line)** activities. These are mainly promotional materials. They could be hoardings, billboards, kiosks, brochures, exhibitions, seminars, fashion shows, press conferences and other collaterals.

To cater to such requirements, advertising agencies are required to have good infrastructure in New Delhi and Mumbai and other major cities where the Textiles Committee and Office of Development Commissioner (Handlooms) are situated for better coordination on publicity campaign.

Keeping this in mind it is decided to invite Advertising Agencies for Empanelment with Textiles Committee by floating an Advertised Tender Enquiry. The tender document contains the following details:

Sr. No.	Description	Section No	Page(s)
1.	Issue of Tender Documents	I	5
2.	Submission of Tender Documents	II	6
3.	Scope of work	III	7-10
4.	Procedure for empanelment	IV	10-11
5.	Qualifying Criteria	V	11-12
6.	Duration of empanelment	VI	12-13
7.	Scope of Campaign	VII	13-14
8.	Terms and Conditions (General and Special)	VIII	14-23
9.	Enclosure-1. Addresses of Offices of Textiles Committee & Development Commissioner (Handlooms)	IX	24
10.	Enclosure-2. Check list for Bidder	X	24-25
11.	Enclosure-3. Evaluation Criteria	XI	26
12.	Enclosure-4. Performance Security	XII	27-29
13.	Enclosure-5. Agreement	XIII	29-35
14.	Enclosure-6. Confidentiality Statement	XIV	35

<b>Sr. No.</b>	<b>Description</b>	<b>Section No</b>	<b>Page(s)</b>
15.	Enclosure-7. Format of Covering Letter along with Tender	XV	36-37
16.	Qualifying requirements of Empanelment of Ad Agency (Annexure-I)	XVI	38-43

#### **4. PROCEDURE FOR EMPANELMENT**

- 4.1. In the first instance, all the interested applicants are to submit tender document in two **separate** covers with clear superscription "Handloom Mark - Empanelment of Advertising Agencies with Textiles Committee
- (i) **Cover 1:** containing Application as per the qualifying criteria as laid down in Annexure I, Section XVI entitled "Qualifying requirements of Empanelment of Ad Agency" with "**Enclosure-3 (Sl. No. 1 to 4)**" written boldly on it.
- (ii) **Cover-2:** Containing presentation on creatives & media strategy (in hard copy) for Handloom Mark with "**Enclosure-3 (Sl. No. 5)**" written boldly on it.
- 4.2. An initial screening of all the applications will be undertaken by a nominated Screening Committee on the basis of qualifying criteria as laid down in Annexure I, Section XVI entitled "Qualifying requirements of Empanelment of Ad Agency". The bids not meeting any of the qualifying requirements will be summarily rejected. Only the bids fulfilling the qualifying criteria as laid down in Annexure I, Section XVI will only be considered for first level evaluation.
- 4.3. First Level Evaluation: In the first stage, a Selection Committee will evaluate the eligible bids as per the parameters mentioned in Enclosure-3 (Sl. No. 1 to 4). The bidders will be ranked based on the marks scored out of a maximum of 75 marks and a total of top 15 bidders will be selected.

- 4.4. Second Level Evaluation: In the second stage, the 15 bidders selected in the first stage will be requested to make the presentation on Creative and Media Strategy for Handloom Mark as per the parameters in Enclosure -3 (Sl. No. 5). The presentation is scheduled on 25<sup>th</sup> & 26<sup>th</sup> February, 2010. At this stage, all the agencies shall be absolutely ready to make presentation in person at Delhi on 25<sup>th</sup> February 2010. Programme of presentation indicating time and date allotted to each of the qualified agency will be informed through e-mail/fax/sms/phone.
- 4.5. The Evaluation Committee will evaluate the presentation as per the parameters in Enclosure-3 (Sl. No. 5) and allocate marks out of a total of 50 marks. These 50 marks of second evaluation are independent of 75 marks of first level evaluation. In other words, the marks obtained out of 75 on first evaluation will not be carried forward. Out of the 15 bidders, 2 bidders who score the maximum marks out of 50 marks of second evaluation will be selected and empanelled. Offer letters will be sent to these 2 empanelled agencies along with terms & conditions and requesting them to submit the consent to Textiles Committee.
- 4.6. PROCEDURE FOR AWARDING THE PUBLICITY CAMPAIGN: The criteria for awarding the publicity campaign will be as under:
- a. The media campaign may be distributed equally among the 2 empanelled agencies. If any one of these two fails to complete the assignment within the stipulated time, the work will be transferred to the other.

## **5. QUALIFYING CRITERIA**

The Selection committee shall evaluate the capabilities of the agencies based on their profile and also keeping in view the following qualifying criteria:

- a. The firm/company should have been in operation for a minimum five years having Pan India presence with experience of works at State and National

## Section-V/Page-12

level with ability to carry out multilingual tasks, experience in designing, creatives/commercials for print, TV, Web, Radio, Internet, outdoor media etc.

- b. The agency should have an annual turnover of Rs. 25.0 Crores each or above for the last 3 three consecutive years i.e. 2006-07, 2007-08, 2008-09. (Audited balance sheets to be enclosed).
- c. Copy of Partnership Deed/Certificate of Incorporation/registration to be given.
- d. Earnest Money Deposit Rs. 2,00,000/- (Rs. Two lakh only) to be given.
- e. Continuous accreditation with INS for the last 3 years and accreditation/registration with DD and AIR (attach proof).
- f. Experience of handling advertising campaign of Govt/PSU/MNCs/Government Undertaking or Navratanas having turnover of minimum Rs. 100.00 crores each in the last three years and totaling billing of such a client upto Rs. 5.00 crores in a year during the last 3 years i.e. 2006-07, 2007-08, 2008-09 (attach proof).
- g. Ability to provide dedicated team for timely production and supply of creative materials (A declaration to this effect along with the qualification and experience of the key persons of the team should be enclosed).
- h. Full-fledged offices at Mumbai and Delhi and other major cities in India and preferably abroad.
- i. Copy of Income Tax Return filed for the last 3 years.
- j. Certificate for the payment of service tax for the last three years.
- k. Empanelment with DAVP in the current year (2009).

## Section-VI/Page-12

### 6. DURATION OF EMPANELMENT

Two (02) top ranking agencies from the list of finally eligible agencies will be empanelled after evaluation and presentation. The Empanelment of selected agencies shall be for a period of two financial years (i.e. 2009-10 & 2010-11),

which may be extended for six months period or terminated depending on satisfactory performance of the empanelled agencies to the satisfaction of Textiles Committee/ Development Commissioner(Handlooms).

## **7. SCOPE OF CAMPAIGN FOR EMPANELLED AGENCIES**

Customised and integrated publicity campaign to popularize and create awareness about Handloom Mark in India and abroad.

- 1.1 Designing creatives in various Indian Languages for print, electronic and outdoor media campaign.
- 1.2 Creation of concepts and production of video spots with voice over in various regional languages for launch of TV campaign.
- 1.3 Conceptualization, designing ads for release in the domestic and international magazines.
- 1.4 To provide creatives for use in outdoor publicity as well as online publicity.
- 1.5 Production of radio jingles in various regional languages for launch of campaign through Radio.
- 1.6 Production of creatives of web based campaign.
- 1.7 Designing of publicity materials such as hoardings, billboards, kiosks, brochures, posters, folders, leaflets etc.
- 1.8 Design and organize promotional events, seminars, exhibitions, fashion shows in India and abroad to promote Handloom Mark.
- 1.9 Any other similar works assigned by the Textiles Committee and the Office of Development Commissioner for Handlooms.

### **7.1 METHOD OF JOB ALLOCATION**

The successful bidder/s shall sign and return copy of Purchase Order placed with him, as a token of acceptance of the terms and conditions of the

Purchase order. The bidder/s shall also enclose the applicable performance security in the form of BG or DD in favour of Textiles Committee payable at Mumbai. The successful bidder/s shall submit the agreement & confidentiality statement along with the copy of the purchase order in the prescribed format as given at Enclosure-5 & Enclosure-6 respectively.

## 7.2 FINANCIAL

Selected Agency shall be entitled to receive commission on financial bids offered by them. The structure of commission is as follows:

- I. For activities like production of TVC/Radio Jingle/Posters/Stickers /Leaflets etc. where no fixed rates are available, the rates will be decided either on case to case basis or fixed by TEXTILES COMMITTEE or OFFICE OF DEVELOPMENT COMMISSIONER (HANDLOOMS) for standardized items.

## **8. TERMS AND CONDITIONS**

### **1. GENERAL:**

- 1.1 Tender documents shall be issued by the Office of the Textiles Committee at Mumbai, New Delhi (Naraina), and Chennai to agencies on payment of Rs. 5000/- (non refundable) either by Cash/Demand Draft/Pay Order/Banker's Cheque in favour of "Textiles Committee" payable at respective places of Regional Offices of Textiles Committee, towards cost of tender documents. Director (EP & QA), Textiles Committee, Mumbai shall be the tender issuing authority.

- 1.2 Bidder has the option of downloading the tender document in pdf format from website of Textiles Committee <http://www.textilescommittee.gov.in> or [www.handloommark.gov.in](http://www.handloommark.gov.in) In such case the bidder shall have to pay Rs. 5000/- at the time of submission of tenders to Textiles Committee.
- 1.3 Modifications, if any, made in the above documents will be done by addenda / corrigenda, copies of which will be sent in duplicate to each bidder before the due date of the tender. One copy shall be signed, sealed and submitted packed along with the bids. The bidder shall not make any additions/ deletions to or amend the text of the documents except in so far as may be necessary to comply with any addenda / corrigenda issued.
- 1.4 The bidders shall use only tender documents as issued for submitting his bid and shall comply to various terms and conditions.
- 1.5 The tender shall be filled in English. All accompanying literature and correspondence shall also be in English.
- 1.6 No claim for costs, charges, expenses incurred by the bidder in connection with preparation & submission of tender and for subsequent clarifications of their tender shall be accepted.
- 1.7 Textiles Committee will not be responsible for any typographical errors/ ambiguity/ additions/ omissions committed while filling up of the tender by the bidder.
- 1.8 Submission of the tender by the bidder implies that he/she has read tender documents and has made him self aware of the terms and conditions.

- 1.9 The bidder shall be deemed to have full knowledge of documents and no extra changes consequent on any misunderstanding or otherwise shall be allowed.
- 1.10 Any question regarding the tender document and discrepancies shall be directed to the Tender Issuing Authority i.e. Director (EP & QA), Textiles Committee, Mumbai in writing **minimum 10 days** prior to the due date of submission of tender. Alternatively, it can be clarified in the pre-bid meeting. The Tender Issuing Authority will issue all clarifications, interpretations, meanings and specific directions, if any, in duplicate in writing to all the bidders. One copy of these shall be returned duly signed and seal affixed along with the bids.
- 1.11 The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and about the rates quoted by him and cover all his obligations under the tender.
- 1.12 Tenders submitted by bonafide Ad agency only shall be considered.
- 1.13 The Textiles committee is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. It reserves its right to accept the tender either in full or in part. Conditional Bids will be rejected outright.
- 1.14 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY
- a Tender must be accompanied by Earnest Money Deposit (EMD) either in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "Textiles Committee" and payable at Mumbai and it shall be interest free. The amount of EMD is Rs. 2,00,000/- (Rupees Two lakh only).

- b The EMD deposited by the successful bidder shall be held back towards the security deposit as stipulated in the terms & conditions. No interest would be paid to the EMD deposited / held back.
- c **Tenders not accompanied by Earnest Money Deposit shall be rejected.**
- d The EMD of the unsuccessful bidders will be returned within 2 months from the date of opening the technical bids.

#### 1.15 PERFORMANCE SECURITY

The successful bidder shall have to deposit an amount of **5% of the total value of the contract (including the retained EMD amount)** towards interest free security deposit and retention money, in the form of Account Payee Demand Draft (DD) or Bank Guarantee (BG) from a commercial bank in acceptable form as per the format given at Enclosure-4. This BG or DD shall be submitted along with the acceptance of the Purchase Order. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

- 1.16 The authorized person of the bidder shall sign at designated pages of tender documents.
  - a. **The full name of the person authorised to file the tender, designation, current and main office address, Phone No., Fax No. & E-mail address shall be indicated in the tender.**

#### 1.17 AUTHORITY OF SIGNING

- a. If the tender is submitted by an individual, it shall be signed by him.
- b. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor.

- c. If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm for signing the tender, in which case, a self attested copy of power of attorney shall accompany the technical tender.
- d. If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the tender, in which case a self attested copy of the power of attorney shall accompany the technical tender.

1.18 GUIDELINES FOR SUBMISSION OF PROPOSAL

The tender shall be submitted before the scheduled date & time and at the address mentioned in the Tender Notice. Tender should be submitted in 2 separate sealed covers with clear superscription "Handloom Mark -Empanelment of Advertising Agencies with Textiles Committee";

- a. **Cover 1:** with Qualifying Criteria Document with "**Enclosure-3 (SI. No. 1 to 4)**" written boldly on it and **Cover 2:** with Creative and Media Strategy with "**Enclosure-3 (SI. No. 5)**" written boldly on it. Any tender received after this date and time shall not be accepted & entertained.
- b. Tender can be submitted personally or can be sent through post/courier services at the address mentioned in the Tender Notice. Bidder desiring to send the tender document through post/courier services may please ensure that the same reaches before the time and date stipulated. Textiles Committee shall not be responsible for any transit delay. Tender sent through E-mail, Fax and Telex shall not be entertained.

1.19 COVER 1 SHALL CONTAIN:

- a. Earnest Money Deposit (EMD) in the form of a Demand Draft/Pay Order/Banker's Cheque for an amount as mentioned in the document.

- b. Compliance to Qualifying criteria for which Tender is submitted as Annexures I at section XVI. Authorised person to indicate the compliance Qualifying criteria in the respective pages of the tender document and sign the same.
- c. Details of servicing three Govt./PSUs/Govt. Undertaking or Navratnas having turnover of minimum of Rs.100 crores each in the last three years and
- d. Proof of total billing of such a client of upto Rs.5.0 crores in a year during the last 3 years (2006-07, 2007-08 and 2008-09).
- e. Samples of previously developed creative by the bidder.
- f. Full details of the person authorized to file the tender.
- g. Profile of Agency.
- h. Proof that the bidder is either i) Proprietor or ii) Authorised agent for the Advertising agency.
- i. Address proof of office at Mumbai and Delhi.
- j. Copy of Memorandum of Association or Partnership deed if it is not a proprietary firm.
- k. Copy of INS Accreditation proof for the last 3 years and proof of accreditation/registration with DD & AIR for the last 3 years.
- l. Financial statement of the bidder incorporating the turnover of business for the last 3 years certified by Chartered Accountant.
- m. Proof of advertisements in national/international magazines.
- n. Power of Attorney in favor of the signatory signing the Tender documents. It is not required in case of the proprietary firm if the proprietor himself signs the documents.
- o. Copy of Income Tax Return filed for the last 3 years.
- p. Covering letter, in the letterhead of the bidder as per Enclosure-7. The bidder can add or delete the rows, if necessary.
- q. Addenda/ Corrigenda/ Clarification issued by Textiles Committee before due date of tender, duly signed by the authorized person.

- r. A letter indicating assumptions, criterion, technical alternative etc; if any. However, the alternatives suggested by the bidder would not be taken as the basis for technical/commercial evaluation of the bids.
- s. Tender document duly signed by the authorized person on all designated pages wherever necessary.
- t. Accreditation/registration with Doordarshan and All India Radio (attach proof).

**1.20 COVER 2 SHALL CONTAIN:**

- a. Hard copies of Creatives (at least 3 options).
- b. Hard copies of Media planning and communication strategy (at least 3 options).
- c. List of clients for last 5 years.

**1.21 VALIDITY OF THE TENDER:**

- 1.21.1 Rates quoted by the bidder and the performance security submitted shall be valid for period of empanelment which starts from the date of placing of first order or to an extended date as agreed on mutually.
- 1.21.2 The Bidder shall not withdraw or revise or alter any conditions, rate(s) quoted within this stated period, unless he is called upon to do so on mutual agreement / negotiations. The Secretary, Textiles Committee reserves the right to forfeit the earnest money deposit if the bidder revokes or withdraws the tender within this stated period.

**1.22 OPENING OF TENDER**

The tender shall be opened by a Selection Committee constituted by the Development Commissioner of Handlooms. Time, Date and Venue as given in the "Tender Notice".

### 1.23 AGREEMENT

The successful bidder shall sign and return copy of Purchase Order placed with him, as a token of acceptance of the terms and conditions of the Purchase order. The bidder shall also enclose the applicable performance security in the form of BG or DD in favour of Textiles Committee payable at Mumbai as specified at Clause No.12. The successful bidder shall submit the agreement & confidentiality statement along with the copy of the purchase order in the prescribed format as given at Enclosure- 5 & Enclosure- 6 respectively.

### 1.24 CRITERION FOR REJECTION

- a. The Textiles Committee, Govt. of India, Ministry of Textiles reserves the right to reject any tender or reject all tenders without assigning any reasons.
- b. Tenders are liable to be rejected in which any of the particulars / prescribed information is either missing or incomplete in any respect and/or if the prescribed conditions are not fulfilled.
- c. Tenders which do not fulfill the qualifying criteria will be rejected.
- d. Canvassing in connection with tender is strictly prohibited and tender submitted by bidder who resorts to canvassing will be liable to rejection.
- e. Tenders containing specific conditions of the bidder other than the terms and conditions given in the tender document and not acceptable to the Textiles Committee are liable to be rejected.

1.25 Before submission of the tender, the prospective bidders are expected to examine terms and conditions given in this tender document. Failure to furnish all information required in the tender document may result in the rejection of the tender.

1.26 Bidder shall ensure that the Qualifying Tender to be submitted in the prescribed pages of the tender documents only.

- 1.27 All the creatives/services supplied by the successful bidder will be the property of the Textiles Committee.
- 1.28 Any non-fulfillment of the stipulation given above will make the Tender invalid.

## **2. TERMS AND CONDITIONS- SPECIAL**

- 2.1 The advertisement released in the media will be at the rates not exceeding the DAVP rates/through DAVP wherever applicable. Release in non-DAVP empanelled media will be on the rates given by the Textiles Committee/ Development Commissioner (Handlooms).
- 2.2 No charges will be paid for the designing and production of print advertisements.
- 2.3 Terms of payment: No advance payment shall be considered. The detailed break up of costs of various components may be indicated. The payment will be done by way of cheque in Indian Rupees on completion of the work as per Work order. Payment shall be made within 30 days from the date of receipt of invoice with requisite proof of media/publicity activities.
- 2.4 The commission structure for release of advertisement in the print media will be as detailed out under Financial Commission- section VII.
- 2.5 The successful bidder/s should take responsibility for delivering the goods/services to the Textile Committee, at the address specified in the Purchase Order.
- 2.6 The successful bidder/s shall be entirely responsible for all taxes, duties, license fees, etc; incurred until delivery of the contracted goods/services to the purchaser viz. Textiles Committee.

**3. PENALTY CLAUSE:**

- 3.1 The two successful bidders shall adhere to the delivery period as defined in the purchase order. Delay in non-execution of order other than force-majure shall attract penalty at simple interest of 0.5% for every week of delay. Moreover, if any one of the two Advt. agencies fails to complete the assignment within the stipulated time, the work will be transferred to the other.
- 3.2 It is the sole responsibility of the supplier viz. successful bidder to process insurance claim in case, if goods/services are received in fully or partly damaged condition or missing in transit. No extra payment will be borne by
- 3.3 Textiles Committee towards clearing charges, freight or any other charges whatsoever for rectifying /replacement of the damaged goods/services.
- 3.4 In case of inadequacy in goods/services, it is the responsibility of the successful bidder (supplier) to arrange for the supply of the required goods/services within 7 days as per the purchase order, Any additional expenditure, whatsoever, for the above will be borne by the successful bidder only.

**4. JURISDICTION:**

- 4.1. In case of any dispute and difference the matter shall be referred to Secretary (Textiles), Ministry of Textiles, whose decision shall be final.
- 4.2. The Textiles Committee and O/o D.C. Handlooms reserve the right to terminate the empanelment of any agency/agencies in case of unsatisfactory services or change in Government Policy.
- 4.3. Application complete in all respect should reach the Director (EQ & QA), Textiles Committee, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025.

\* \* \* \* \*

**ENCLOSURE-1 Addresses of Correspondence**

<p>Textiles Committee P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025 Ph: 022-6652 7562, 6652 7560 Fax: 022-6652 7509, 6652 7561 E-mail: <a href="mailto:handloommark@yahoo.co.in">handloommark@yahoo.co.in</a> <a href="mailto:rotcchennai@gmail.com">rotcchennai@gmail.com</a>, <a href="mailto:tciso@vsnl.com">tciso@vsnl.com</a> website: <a href="http://www.textilescommittee.gov.in">www.textilescommittee.gov.in</a></p>	<p>Regional Office of the Textiles Committee 40 Community Centre, Phase- I Naraina Industrial Area, New Delhi – 110 028. Tel: 91-11-2579 1380 Telefax:91-11-2589 3241 E-mail: - <a href="mailto:tcnarain@vsnl.net">tcnarain@vsnl.net</a> <a href="mailto:tcnaraina@gmail.com">tcnaraina@gmail.com</a></p>
<p>Office of the Development Commissioner for Handlooms, Govt. of India, Ministry of Textiles, Room No. 56, Udyog Bhavan, New Delhi-110 011. Ph:011-2306 2945, 2306 3684 Fax: 011-2306 2429 Email: <a href="mailto:dchl@nic.in">dchl@nic.in</a> <b>Website: <a href="http://handlooms.nic.in">http://handlooms.nic.in</a> <a href="http://www.texmin.nic.in">www.texmin.nic.in</a></b></p>	<p>Regional Office of the Textiles Committee North Wing, 1<sup>st</sup> floor, TNSC Board Complex, 212, R.K. Mutt Road, Mylapore, Chennai- 600 004. Ph: 044-24615901 Fax: 044-24640740 E-mail: <a href="mailto:rotcchennai@gmail.com">rotcchennai@gmail.com</a></p>

**10. ENCLOSURE-2: CHECK LIST FOR BIDDERS**

1. The Bidder should ensure that all documents are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.
2. The Following documents form part of the bid:
  - 2.1 All Sections/Pages shall be duly signed on each page by the authorized signatory as compliance statement.

- 2.2. Power of attorney in favour of the signatory signing the bid documents. It is not required in case of proprietary firm if the proprietor himself signs the documents.
- 2.3. Copy of Memorandum of Association or Partnership deed if it is not a proprietary firm.
- 2.4. Copy of Income Tax Return filed for the last 3 years.
- 2.5. Copy of Service Tax Registration and latest service tax filing challan for the last 3 years.
- 2.6. All other documents in compliance with qualifying requirements of Empanelment of Ad agency, listed at Annexures I, of Section XVI of bid documents.
- 2.7. Original bid document duly filled
- 2.8. Requisite Bid security (EMD) in the form of a Crossed Demand draft for Rs 2,00,000/- (Rs Two lakh only), payable to Textiles Committee payable at Mumbai. (The EMD in the form of DD must be annexed with the bid documents itself)

**Note:** If any one of the above documents, required to be submitted along with the bid, is found wanting, the offer is liable to be rejected at that stage.

**11. ENCLOSURE 3: EVALUATION CRITERIA:**

<b>Sr. No.</b>	<b>Parameter</b>	<b>Maximum Marks</b>
1	For meeting the turnover criteria: 7 marks, 1 mark for every extra 1 crore turnover	10
2	For 3 years experience- 7 marks, 1 mark for each one year of additional experience (please submit with proof)	10
3	Continuous accreditation with INS for last 3 years and accreditation/registration with DD& AIR for last 3 years( please attach proof)	10
4	Infrastructure – Number of Branches/Offices in different cities; details of support staff strength; details of equipments/support system etc. (The total number of support staff, Nos. of Divisions like Art and Creative Division, Accounts Division etc. with designations of Heads of the Divisions).	10
5	Experience:	
5.1	No. of Publicity/media campaign done related to Textiles including handlooms for Govt/ PSU/ MNCs/ Government Undertaking or Navratnas having turnover of minimum Rs.100.00 crores each in last 3 years (please submit with proof)	15
5.2	No. of Publicity/media campaigns done in Mass Media- i.e. Domestic newspapers/ magazines/ electronic media with a total billing of upto Rs.5.00 crores each per client in a year during last 3 years ( Film/ Radio/ Internet) (please submit with proof)	10
5.3	Empanelment with DAVP in the current year -2009(please submit with proof)	5
5.4	Event Management – Above the Line and Below the Line activities and PR (please submit with proof)	5
	<b>First Level Evaluation :Total marks</b>	<b>75</b>
5	Presentation on Handloom Mark :	
5.1	Creatives (please submit at least 3 options on creatives)	35
5.2	Media Planning and Communication Strategy – Media plan without cost and strategy paper till March 2011 to popularize and create awareness of Handloom Mark Scheme and establish it as a brand in India and abroad. (please submit at least 3 options)	15
	<b>Second Level Evaluation : Total Marks</b>	<b>50</b>

**12. ENCLOSURE-4: FORMAT FOR PERFORMANCE BANK GUARANTEE**

(ON NON-JUDICIAL STAMP PAPER OF Rs.50/-)

**(Applicable for successful bidders, to be submitted in lieu of performance security deposit)**

Bank guarantee No. \_\_\_\_\_ Date: \_\_\_\_\_

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2010 (Two Thousand ten Only) <<Name and address of the Bank>> hereinafter referred to as 'the Bank' which expression shall where successors and assignees of the Bank and the Textiles Committee, (hereinafter referred to as 'the Committee') which expression shall unless repugnant to the context of the meaning thereof include its legal representatives, successors and assignees.

WHEREAS the Committee has placed its Purchase Order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on (name and address of the bidder) (hereinafter called 'the supplier') for the supply of \_\_\_\_\_.

The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the Committee with or without the consent of the Bank or any alterations in the obligation of the parties or by any indulgence, forbearance shown by Committee to the supplier and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Committee. In case the Committee puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank shall considered that such demand by itself a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by Committee in the purchase order and payment

shall be made to the Committee without raising any dispute regarding the reasons for any such lapse/failure on the part of the supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Committee may have to hereinafter possess against the supplier and the Committee shall be under no obligation to marshal in favor of the Bank any such securities or fund or assets that the Committee may be entitled to receiving or have a claim upon and the Committee at its absolute discretion may vary, exchange renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Committee on Committee's serving with a notice requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank or by dispatch to Committee thereof to the Bank by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee, the Bank hereby waives all inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

NOTWITHSTANDING anything contained herein before, the liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The guarantee shall remain in force till the \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of the Committee under the guarantee shall cease and Bank shall be released and discharged from all liability hereunder.

(SIGNATURE)

PLACE:

---

DATE:

SEAL

CODE NO.

NOTE: SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY ARE AFFIXED BY BANKER, BEFORE SUBMISSION OF THE BANK GUARANTEE.

**13. ENCLOSURE-5: AGREEMENT TO BE SUBMITTED BY SUCCESSFUL BIDDER**

(ON COMPANY'S LETTER HEAD)

**THIS AGREEMENT** IS made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010 between THE TEXTILES COMMITTEE, a Statutory Body under the Ministry of Textiles, Government of India having its Head Office at P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025 hereinafter referred to as "the Committee", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, assignees or representatives of the One Part and M/S. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as the "Agency" which expression shall unless it be repugnant to the context or meaning thereof include its successors, assignees, representatives or partners as the context may admit of the Other Part.

WHEREAS:

TEXTILES COMMITTEE intends to empanel Agencies for Marketing and Publicity activities of Handloom Mark Scheme such as Conceptualization, design and release of advertisements in any print, electronic, outdoor media, release and production of TV/Radio commercials, PR, road shows/events, Point of purchase material/Promo literature and any other requirement related to marketing and advertising.

AND WHEREAS the said Agency who is having all the wherewithal is hereby empanelled to undertake all such jobs as and when assigned by TEXTILES COMMITTEE on the terms and conditions as set out in this agreement.

WHEREAS both the parties to the Agreement agree to the following terms and conditions:

1. The Agency shall nominate the team, their name(s), address(es), telephone nos. (residence included) for better co-ordination.
2. The agency shall make available the complete contact address of its Directors and local heads to TEXTILES COMMITTEE.
3. TEXTILES COMMITTEE being a service organization, many of the requirements could be of emergency nature. The agencies have to respond to such demands despite holidays/beyond office hours.
4. Although, it would be endeavor of TEXTILES COMMITTEE to distribute jobs to the empanelled agencies yet the agency that makes the best presentation will be awarded the job. Hence, TEXTILES COMMITTEE reserves the right to reject or accept any offer/job.

5. Mere empanelment does not confer automatic rights to any agency to secure/procure jobs.
6. TEXTILES COMMITTEE will not pay for the presentation. No charges will be paid for designing, artwork, materials, photography, language translation and any expenditure associated with developing for release of an advertisement in any print media. For other releases where ever required, such charges will be settled before placing P.O & specified clearly in the P.O.
7. Selected Agency shall be entitled to receive commission on financial bids offered by them. The structure of commission is as follows:
  - a) 15% commission or the commission fixed by the INS, whichever is less, for release of advertisements in print/electronic media where the complete job of designing, making creatives, material making, scheduling, releasing, monitoring related to advertisements is handled.
  - b) 10% commission to the agency whose creatives (Print & electronic) are used but the advertisements are released by a different agency (Not applicable for creative supplied by the Textiles Committee).
  - c) 5% commission to the agency who plans the scheduling executes/releases the advertisements and does the monitoring but the creatives belong to a different agency (including the creatives provided by the Textiles Committee).
  - d) For activities like production of TVC/Radio Jingle/Posters/Stickers /Leaflets etc. where no fixed rates are available, the rates will be decided either on case to case basis or fixed by TEXTILES COMMITTEE or OFFICE OF DEVELOPMENT COMMISSIONER (HANDLOOMS) for standardized items.
7. Immediately after publication of the advertisement, the Tear sheets/photographs/telecast certificate/agency certificate as applicable thereof

should reach this office confirming the execution of work order issued by TEXTILES COMMITTEE.

8. While submitting its media bills for payment to TEXTILES COMMITTEE for jobs done, the agencies must ensure that they enclose the following documents for speedy clearance.
  - a. Pre receipted Agency Bill
  - b. Publication/Media original bills
  - c. Two sets of tear sheets / log sheets/telecast certificate/photographs of advertising as proof
  - d. Copy of Work order
  - e. In case of print/electronic media release, position analysis-saving statement/TRP-GRP analysis as applicable.
- 9 TEXTILES COMMITTEE has the right to use the advertisements/visuals cleared for release for its own future purpose without any financial obligations towards the agency. TEXTILES COMMITTEE may ask the agency to deposit one set of positives/Soft copy of Ad of such releases at no extra cost.
- 10 The agency shall be responsible for obtaining rights for the models/visuals used in TEXTILES COMMITTEE Ads. The agency with this agreement indemnifies TEXTILES COMMITTEE against any such claim what so ever arising out of such use during the specified period. The period may be clearly stated by the agency in view of clause '9'.
- 11 TEXTILES COMMITTEE may ask the Agencies to provide media buying offers and the benefits accruing there from shall be passed on to TEXTILES COMMITTEE.
- 12 The billings should clearly state the applicable government taxes.

- 13 TEXTILES COMMITTEE will strive to clear payments of bills submitted by agencies within 30 days of submission of the bills with all enclosures.
- 14 TEXTILES COMMITTEE reserves the right to negotiate directly with the media for release of advertisement if the situation so demands.
- 15 No agency on the panel shall handle competing clients (Public Sector/Private Sector) who are in the same business as TEXTILES COMMITTEE to avoid clash of interests and maintenance of secrecy.
- 16 Commencement & Duration:
  - a. This agreement shall commence from the \_\_\_\_\_ Day of \_\_\_\_\_, 2010 for a period of two years upto 31<sup>st</sup> March, 2011.
  - b. Contract can be extended for a period of six months on the same terms and condition on mutual agreement.
- 17 Modifications in terms: Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officers of the TEXTILES COMMITTEE and the agency.
- 18 Termination:
  - a. Either party may terminate this agreement by giving three months notice in writing to the other. The obligations of the parties shall continue during the notice period.
  - b. However, if the services of the agency are not found satisfactory, TEXTILES COMMITTEE shall have the right to cancel the contract at any time without assigning any reason and without any financial compensation to the Agency.

19 Arbitration: That in case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to Secretary, Textiles, Ministry of Textiles or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Secretary, Textiles, Ministry of Textiles shall appoint another person to act as Arbitrator in the place of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The Agency will have No objection in any such appointment, that arbitrator so appointed is employee of TEXTILES COMMITTEE. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or reenactment there of or any rules made there of.

IN WITNESSETH whereof the parties have put their hand on this Agreement on the day and year first above written.

\_\_\_\_\_  
TEXTILES COMMITTEE

AGENCY through its authorized  
Representative

WITNESSES:

Signed:

Signed:

Authorised Signatory of  
Textiles Committee Name  
and Designation

Authorised Signatory of  
Agency Name and  
Designation

Seal of Textiles Committee    Seal of Agency

**14. ENCLOSURE-6: CONFIDENTIALITY STATEMENT TO BE SUBMITTED BY SUCCESSFUL BIDDER**

(ON COMPANY'S LETTER HEAD)

This has reference to your purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ regarding placing of an order for preparing creative for advertisement and offer of related services.

We hereby give undertaking about the confidentiality in the following matter.

- We will keep the creative in print as well as in electronic form with utmost security and secrecy to avoid misuse of the same.
- We will not disclose/divulge any information about the sensitive information about the creative.
- We will not use the creative on our promotional material and maintain the secrecy about the source of creative.
- We will dispose the wastage and non-conforming services in accordance with our product/service disposal policy that has been submitted to you.

Authorised signatory

Name and designation

Company seal

Place:

Date:

**15. ENCLOSURE-7: FORMAT FOR COVERING LETTER TO BE SENT ALONG WITH TENDER**

(ON COMPANY'S LETTER HEAD)

To,

The Director (EP & QA),  
TQM Division,  
Textiles Committee,  
P. Balu Road,  
Prabhadevi Chowk, Prabhadevi,  
Mumbai- 400025.

Sub: Expression of Interest for Empanelment

Ref: Tender Enquiry No. 101(4)/2009/HLM-20 Vol V Dated 01.02.2010

Dear Sir,

This has reference to tender enquiry No.101(4)/2009/HLM-20 Vol V dated 01.02.2010. We have purchased tender document No.\_\_\_\_\_on\_\_\_\_\_ after payment of Rs.5000/- by Cash/ Demand Draft (DD) / Pay Order (PO) /Banker's Cheque (BC).

We hereby confirm that we have read & understood the terms & conditions given in the Tender document.

Please find enclosed following documents in a sealed Cover.

Sr. No.	Details of documents
1	Tender document duly filled in.
2	Photocopy of the receipt of purchase of tender document.
3	Tender document fees of Rs.5000/- (Non refundable), in the form of Demand Draft/Pay Order/ Banker's Cheque, in case Tender document downloaded from website.
4	Developed creative by bidder.
5	Full details of the person authorized to file the tender.

6	Profile of Agency Authorized agent.
7	Proof that the bidder is either i) Proprietor or ii) authorized agent for the Advertising agency.
8	Address proof of office at Mumbai ,Delhi and other major cities
9	Copy of Memorandum of Association or Partnership deed if it is not a proprietary firm.
10	Copy of INS Accreditation for the last three years with proof.
11	Copy of Accreditation/Registration with Doordarshan and All India Radio for the last 3 years.
12	Financial statement of the bidder incorporating the turnover of business for the last 3 years certified by Chartered Accountant.
13	List of the last 3 year's customers along with full details as mentioned in the tender document.
14	Proof of International Assignments
15	Requisite Bid security (EMD) in the form of a DD/PO/BC for Rs.2,00,000/- (Rupees Two lakh only), drawn in favour of "Textiles Committee" & payable at Mumbai. DD/PO/BC No. _____ date: _____ Drawn on: _____ Branch name: _____ Payable at: _____
16	Self attested copy of power of attorney in favor of the signatory signing the Tender documents. It is not required in case of proprietary firm if the proprietor himself signs the documents.
17	Copy of Service Tax Registration and latest service tax filing challan.
18	Copy of Income Tax Return filed for the last 3 years.
19	Any other documents in compliance with the Tender. (Please specify)

Thanking you,

Yours faithfully,

Name & Sign of Authorised  
Signatory of the bidder

Company Seal

Encl: a/a

**QUALIFYING REQUIREMENTS FOR EMPANELMENT OF ADVERTISING AGENCIES** (to be submitted by advertising agencies on their letter heads)

## Annexure-I

## Company Profile

Sr. No.	Title	Particulars
1	Name of the Advertising Agency	
2	Address of Office at Mumbai Tel. Nos., Fax No., E – mail	
3	Address of Office at Delhi Tel. Nos., Fax No., E – mail	
4	Year of Establishment Legal status of agency (Proprietor/Partnership/Private Ltd./Public Ltd.) (Attach Copy of Partnership Deed/certificate of incorporation/registration)	
5	Indian News paper Society (INS) Accreditation details	
	a. INS accreditation for the last 3 years (attach self attested copy of proof).	
	b. Reference number of Agency on INS book	
6	Accreditation/Registration details with Doordarshan	
7	Accreditation/Registration details with All India Radio	
8	Empanelment with DAVP in the current year (2009).	
9	Annual Turnover for the last three years (should be at least Rs 25.00 crores) (Attach certificate from Chartered Accountant / P&L Account)	
	(a) 2006-2007	
	(b) 2007-2008	
	(c) 2008-2009	
10	Infrastructure (Please fill up Annexure )	
	a. Location of Company's offices	As per Appendix-I
	b. Staff disposition	As per Appendix-II
	c. Equipment details	As per Appendix-III

11	Experience : No. of years. Attach a list of Govt/PSU clients (of last 3 years).	
	Experience (in related field)	
	a. Number of Publicity/media campaign done related to Textiles including handlooms for Govt/ PSU/ MNCs/ Government Undertaking or Navratnas having turnover of minimum Rs.100.00 crores each in last 3 years (please submit with proof)	As per Appendix-IV
	b. No. of Publicity/media campaigns done in Mass Media- i.e. Domestic newspapers/ magazines/ electronic media with a total billing of upto Rs.5.00 crore each per client in a year during last 3 years ( Film/ Radio/ Internet ) (please submit with proof)	As per Appendix-V
	c. Publicity/media campaign in Mass-Media International newspapers/ magazines/electronic media (please fill up Annexure and attach proof)	As per Appendix-VI
d. Event management- ATL and BTL activities and PR (please fill up Annexure and attach proof)	As per Appendix-VII	
12	Presentation on Handloom Mark:	
	a. Creatives (attach at least 3 options)	
	b. Media Planning and Communication Strategy (attach at least 3 options)	
13	Publication Relation (List of Clients for last 5 years)	
14	EMD Draft (Attach)	
15	Service tax Registration No. and latest service tax filing Challan (Attach photocopies).	
16	PAN of the agency (Attach photocopy).	
17	Copy of Income Tax Return filed for the last 3 years.	

\* \* \* \* \*

## Appendix-I

## a. Locations of Company's Offices

Sr. No.	Location - City	Type of Office (HQs/ Branch/ Field office, etc.)	Name and Designation of Officer-in-charge	Size of Staff	Contact Details (Address, Telephone, Fax, E-mail)

## Appendix-II

## b. Staff disposition

Sr. No.	Name and Designation	Department	Experience in completed Years	Educational/ Professional Qualifications	Areas of Specialization

## Appendix-III

## c. Equipment Details

Sr. No.	Type of Equipments	Numbers

## Appendix-IV

## a. Publicity/media campaign related to Textiles (Please attach proof)

Sr. No.	Name of Magazine/Newspaper	Period	

## Appendix-V

## b. Publicity/media campaign in Mass-Media Domestic(Please attach proof)

Sr. No.	Name of Magazine/Newspaper	Period	

## Appendix-VI

## c. Publicity/media campaign in Mass-Media International (Please attach proof)

Sr. No.	Name of Magazine/Newspaper	Period	

## Appendix-VII

## d. Event management- ATL and BTL activities and PR (Please attach proof)

Sr. No.	Name of Activity	ATL/BTL (Please specify)	Period

I/we hereby certify that all the particulars given above are correct and true to the best of my knowledge.

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

(Authorised Representative)

Note:

1. If needed, the agency can use separate sheets for explaining the above points.
2. Textiles Committee reserves the rights to verify the facts given by the agency, with the authorities, if so required.

\* \* \* \* \*