

Gem & Jewellery Export Promotion Council (GJEPC)

Head Office: AW 1010, 'G' Block,  
Bharat Diamond Bourse  
Bandra-Kurla Complex, Bandra (East),  
Mumbai - 400051.

Date: 23rd January, 2015.

### **Empanelment of Advertising Agencies for the Council**

Council of India invites Expression of Interest from reputed Advertising Agencies. For Further details, please refer to notification on our Website: [www.gjepc.org](http://www.gjepc.org). Last date of submission – 7/02/2015.

SABYASACHI RAY  
EXECUTIVE DIRECTOR

1. Title of the tender : Expression of Interest for empanelment as Council's Advertising Agency
2. Category : General
3. Zone : Head Office
4. Item : Miscellaneous
5. Tender Date : 23/01/2015
6. Last Date of Submission : 07/02/2015
7. Display from : 23/01/2015
8. Display up to : 07/02/2015

**Date: 23/01/15**

**Expression of Interest for empanelment  
as GJEPC's Advertising/Creative Agency for 3 years**

“GJEPC intends to empanel –One Advertising/Creative Agency for three year in order to have more competitive and cost effective rates for Art & Design i.e. (360 degree activities) for executing GJEPC's advertising as well as creative job requirements. Interested agencies(existing and new) fulfilling eligibility criteria as mentioned hereunder may apply in sealed covers giving full details of their credentials along-with supporting documents to reach us by 5.30 pm. on 7<sup>th</sup> February, 2015”.

The envelopes should be addressed to :

Executive Director,  
Gem & Jewellery Export Promotion Council  
Head Office: AW 1010, 'G' Block, Bharat Diamond Bourse  
Bandra-Kurla Complex, Bandra (East),  
Mumbai - 400 051.

**Request For Proposal (RFP) for Empanelment of  
Advertising Agencies for GJEPC for 3 years**

- 1 GJEPC wishes to invite for appointment of Advertising Agencies for the GJEPC. The term 'Council' in this RFP referred to GJEPC.
- 2 Process of selection will be as follows
  - o Council has fixed the minimum pre- qualification requirement and the processselection in the RFP
  - o Bidder qualified as per the eligibility criteria would be required to make a presentation before the Top executives& Screening Committee at Council's Office.
  - o The committee would evaluate the quality of bidders on the criteria mentioned in the RFP based on their proposals received and shortlist them taking part in presentation. Only the agencies scoring predetermined marks / score, which will be communicated after presentation, will be short listed for the purpose of empanelment and participation in financial bidding.

- o After the short listing of the bidders based on their quality evaluation, empanelment for participation in Financial Bids of short listed bidders would be intimated. The date, time, and calling of the financial bids would be announced in due course.
  - o The Selection Parameters will be communicated at the time of sharing the Creative brief.
  - o The Agency so appointed for a maximum period of three years under the current RFP. However, the appointment would be valid initially for one year, and thereafter would be renewed for two years (one year at a time), subject to satisfactory annual review of performance, at a sole discretion of Council.
- 3 The commission, as decided in terms of bid document , will remain valid for entire empanelled period.
  - 4 The bidder shall submit their offers strictly in accordance the terms & condition of the tender document.
  - 5 Any tender that stipulates conditions contrary to the condition given in the tender document is liable for rejection.
  - 6 Council reserves the right to reject any or all tenders without assigning any reason thereof.
  - 7 Council reserves the sole right for carrying amendments / modification/ changes including any addendums to this RFP. All bidders who have received this RFP document shall be notified of the amendment in writing by email or fax, or post, and such amendments shall be binding on them.
  - 8 The bidder shall bear all costs associated with the preparation and submission of the tender. Council will in no case held responsible or liable for these cost, regard less of conduct or outcome of the tender process.

All bids contained in the sealed envelope as above must reach to Executive Director, AW 1010, G Block, Bharat Diamond Bourse, Bandra- Kurla Complex, Bandra (East), Mumbai - 400051. On or before 07th February 2015, by 5.30 PM . Bids will be opened on 7th February at 11.00 am. Any tender received by Council after the dead line of submission of tenders prescribed by the Council will summarily be rejected. Council shall not be responsible for any postal delay or non receipt /non delivery of the documents

Sd/-

(Authorized Signatory)

## 1. ELIGIBILITY CRITERIA :

(To be supported in all cases by relevant documents)

The qualifying requirements (QRs) and the supporting documents that need to be submitted is given below. Any agency not meeting any of the following QRs or not submitted any of the documents shall be summarily rejected. Only those agencies who satisfy all the qualifying requirements would be eligible for being called for presentations.

- o ACCREDITATION :

Agency should be accredited to AAAI for the last 5 years. Copy of accreditation should be submitted. Council reserves the right to verify the same.

- o ANNUAL TURNOVER :

The Agency should invariably have a minimum annual turnover of Rs50crores during the last three financial years. Agency will submit the audited financial statements. (Stand alone Turnover of the Company applying for the empanelment will be reckoned, not the group company or subsidiaries.

- o TIME PERIOD: Ad Agency will have minimum of 10-15 years of experience in providing similar services to a Private or Government or PSU.

- o CREDIT WORTHYNESS:

Agencies should not have been barred by any department of Government, PSU, Registered and listed company etc. No complaint should be pending with Government or its agencies. (**affidavit, in this regard should be submitted.**)

- o OFFICE OF AGENCY:

It should have full-fledged office(s) at Mumbai with the state-of-the-art infrastructure and manpower including creative team to support timely service for activities within the scope of work. The Agency should also preferably have offices in Metros Delhi, Chennai, Kolkata, Jaipur, Bangalore and other major cities or International Associates in Regions such as USA , Dubai, HongKong, Russia, London and others would be an added advantage Agency will have to

submit necessary documents and declaration along with application. Council shall verify the same.

- o **TEAM MANAGEMENT:**

Agency should also indicate the detail of dedicated team of serving the Council . This may include name, designation, qualification, contact number, email Id, experience, address, etc.

- o **RESOURCES:**

Agency should be having resources to handle full-fledged multi-media multi-lingual campaign, including proficiency in proof reading in major Indian languages.

- o **CAPABILITIES:**

Agency preferably should be full service agency offering various services including atl/btl& have experience in non-traditional media, such as digital, etc. (either as an internal part of the agency or group company/subsidiary)

## **1.1 CONFIDENTIALITY:**

Information provided under this RFP and Subsequent service agreement( if the Recipient is selected)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

### **Indemnification:**

All recipients under the RFP absolutely , irrevocably, and unconditionally hereby indemnifies and undertakes to keep Council and /or its Directors, officers, employees, agents, and representatives, for all times from and against all charges, cost, losses, claims, demands, and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by Council and or its Directors, officers, employees, agents, and

representatives due to reasons of

(a) Breach, misconduct, omissions or

(b) Negligence on the part of Recipient and or its directors, employees, in the performance of the services including but not limited to any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

### **Force majeure:**

o If either Party is unable to perform its obligation under this agreement due to the occurrence of an event beyond its control ( such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc. that the party will not be deemed to have defaulted under this Agreement. Each party would use all reasonable efforts to enable performance under this Agreement to continue.

## **1.2 DISCLAIMER:**

Subject to any to the contrary, and to the maximum extent permitted by law. Council and its directors, officers , employees, contractors, representatives, agents, and advisers, disclaim all liability from any loss, claim, expense(including, without limitation, any legal fees, cost, charges, demands, actions, liabilities expenses or disbursements, incurred there in or incidental thereto) or damage (whether foreseeable or not ) (“losses”) suffered by any person acting on or refraining from acting because of any presumptions or information( whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections, contained in this tender documents or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, casualness, disregards, omission, default, lack of care, immature information’s, falsifications, or misrepresentations, on the part of Council, or any of its directors, officers, employees, contractors, representative, agents or advisors.

## **1.3 COST BORNE BY RECIPIENTS:**

All cost and expenses (whether in terms of time or money) incurred by recipients in any way associated with development, preparations, and submission of responses, including but not limited to attendance at meetings, discussions, etc and providing any additional information’s required by the Council will be borne entirely and exclusively by the recipients.

#### **1.4 NO LEGAL RELATIONSHIP:**

No binding legal relationship will exist between any of the Recipients and the Council until execution of a contractual agreement to full satisfaction of the Council.

#### **1.5 RECIPIENT OBLIGATION TO INFORM ITSELF:**

The recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

#### **1.6 EVALUATION OF OFFERS:**

Each Recipients acknowledges and accepts that the Council may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of advertising Agencies, not limited to those selection criteria set out in this tender documents. The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a recipients. The Recipients unconditionally acknowledge by submitting its responses to the tender document.

#### **1.7 ERROR AND OMISSIONS:**

Each Recipients should notify the Council of any error, fault omission or discrepancy found in the tender document but not later than five business days prior to the due date for lodgment of Response to Tender.

#### **1.8 ACCEPTANCE OF TERMS:**

A Recipient will by responding to the Council's tender document, be deemed to have accepted the terms as stated in this document.

### **2.0 SCOPE OF WORK:**

Council will require the Services of the advertising agencies for the below mentioned broad categories of the work.

Scope of Work

1. The Agency shall prepare the complete strategy and creative for all mass media, viz. television, radio, print, online, etc.
2. Concept design and production of TV commercial (60/30/10 seconds) and AVs
3. Concept design and production of radio jingle (60/30/10 seconds),



4. Concept design and production of campaigns all mediums of Communication.
5. All Collaterals pertaining to Corporate/Events/Exhibitions such as Brochures, leaflets, banners, catalogues, onsite collaterals, posters, invitations, badges, press kits, bag, etc
6. Outdoor Publicity
7. Internet Advertising including designing of web banner, e-mailers, website design, e-newsletter amongst others
8. Direct Marketing
9. Agency to appoint planner on board

The above indicative works given in above Scope of work is only illustrative and not exhaustive. Council may from time to time request the agencies to assist in various communication initiatives. Agencies may also be required to execute the adaptation of any of the existing creatives/designs etc.

All creative developed for the client will be the sole property of the client and the client will have the right to use it in any manner.

### **3.0 PERIOD OF EMPANELMENT:**

The Council propose to empanel the ad Agencies for a period of three years. The initial appointment shall be for a period of one year, however, at the discretion of the Council, the same can be extended for one year every year., if services are found to be satisfactory.

### **4.0 PERFORMANCE OF THE AGENCY:**

Delivery and performance of the services shall be made by the agency in accordance with the time schedule specified by the Council in its work order or request for creative requirement. It will also include Saturdays/Sundays and other holidays where the Council may require services. In case service are not made available in the stipulated delivery period , as indicated in the work order or request, the Council reserves the right either the short close/ cancel the work order or request and or recover liquidated damage charges . The cancellation / short closing of the order shall be at the risk and responsibility of the agency.

Delay by the agency in the performance of its delivery obligations, shall render the agency liable to imposition of liquidated damages, and or termination of the contract for default and/or any other action viz black listing / circulation in industry etc. as it may deem fit.

## **5.0 TRAINING:**

Selected agency will provide the training for advertising strategies to staff member of the Council free of cost where ever required by the Council. The agency in coordination with the Council on request from the Councils from time to time shall specify the number of trainees, quantum of training, pre training qualifications required for the trainees and duration of the proposed training. The agency shall provide all training material and documents. Conduct of training of Council's personnel shall be at corporate office or anywhere as may be desired by the Council at agency's cost.

## **6.0 TERMINATION FOR DEFAULT:**

The Council may, without prejudice to any other remedy as may be available for breach of contract, by a written notice, sent to the agency, may terminate the contract in whole or in part, once any default is noticed.

a) If the agency fail to deliver/ undertake any or all the services within the time period(s) specified in the contract /work schedule/ request or any extension thereof granted by the Council.

b) If the agency fail to perform any other obligation(s) under the contract.

In the event , the terminate the contract in whole or part pursuant to the above, the Council reserve the right to get the remaining services executed by the another agency of its choice, by giving the one month notice and in the eventually the agency is bound to make the additional expenditure , that the Council may have to incur in executing the remaining part of the contract.

## **7.0 PAYMENT TERMS:**

Council will pay the charges or commission for the various services rendered by the agencies as detailed below.

### **7.1 CREATIVE CHARGES:**

Creative charges to be paid to the empanelled ad agency, whose creative/campaign is released by the Council in print electronic/ web and digital media as commission to the amount of media release (Print and Electronic, Digital) and such other innovative media which may

emerge from time to time . The rate of commission is termed as “Rate of creative commission” the rate is required to be quoted in the commercial Bid by all the agencies.

Commission fee includes fee for taking brief from client. Submission of creative lay out for ad/exhibits/leaflets/promo material etc. supplying print ready files, story brand/script for TVC/Radio, preparing material for sending for Print Ads, language translation and proof reading, taking Council’s approval before release, pre/post ad release surveys, management fee for exhibition, monitoring, supervision of third party jobs, storing used/unused creatives, retrieval of past creatives, submission of any type of MIS required by the Council etc.

## **7.2 OTHER CHARGES:**

Agency would provide services like adaptation of creatives for OOH media, promotional materials and development of new creative For booklets, invitation Card, standee, and Backdrop etc. in such cases , Council will fix the rate for the various utilities/ applications, based on its existing rate card in consultation with the agencies short listed for the empanelment.

## **7.3 SPECIAL PROJECTS:**

Agency will be required to undertake special projects like market research, event management, etc. which are not part of day today requirements. In such cases the Council will seek the empanelled ad agencies to submit their technical and commercial proposals and decide on the costs, etc.

## **7.4 OTHER TERMS:**

- o Payments, if any, shall be made subject to deduction of TDS and such other taxes as may be applicable from time to time.
- o The agency shall be fully responsible for all claims made by the any third party and shall also be responsible all expenses incurred by the Council in any litigation initiated any third party.
- o The agency shall implement the work assigned to it by the Council on receiving written approval of its estimates submitted by the Council.
- o No other incentives other than the commission shall be payable for advertising activity on any media where releasing function is required..

- o The agency shall indemnify, defend and hold Council harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges, and expenses, which may be made or brought or commenced, against Council of India or which Council of India may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of contract by agency or its agents, employees, officers, or any matters arising upon or by virtue of the contract.
- o The Council, may at any time, by a written order given to an agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis, or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.

## **8.0 SELECTION PROCEDURE**

Council will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of the panel of ad agencies, negotiations (if any) on various terms and conditions, etc.

### **8.1 TECHNICAL EVALUATION**

The process of evaluation is detailed hereunder :-

- All the bids (applications) will be evaluated based on “Eligibility Criteria” mentioned under Para No.1.0. Council will short-list those agencies which are satisfying the eligibility criteria in all respects and declare the agencies which are technically qualified for further evaluation.
- The above short-listed agencies will be advised to make a presentation of maximum one hour duration to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. These agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the Council of India, outlining the agency’s understanding of the Council.

The broad (indicative) evaluation criteria for evaluating this presentation are as below:

Sr. No.	Evaluation Criteria
1	Company profile - promoters, industry experience, clientele,

	revenue, profits, offices, human resources, etc.
2	Past works of the agency, awards won, etc.
3	Strategy for Council
4	Specific strengths, if any. (for local advertisements languages translation)
5	Any other points decided by the committee

- Based on the above evaluation, Council will assign marks to all the above agencies and rank them accordingly. Based on a minimum marks fixed by the Council, at its discretion, Council will short-list agencies and these agencies will be called “Qualified Agencies”.
- These “Qualified Agencies” will be considered further for “Techno Commercial Evaluation”. The evaluation score given to these agencies will be taken for further consideration.

## **8.2 TECHNO-COMMERCIAL EVALUATION**

Council, in this document, requests all the bidders to submit their “Commercial Bid” in the prescribed format.

- This format requires the applicants to write the “Rate of Creative Commission”.
- This “Rate of Creative Commission” will be considered as primary parameter for techno-commercial evaluation.

In order to give due importance to the technical strengths of ad agencies, it has been decided to give weightage to both technical and “Rate of Creative Commission”.

- The “Rate of Creative Commission” so computed and mutually agreed between the Council and the respective Agency shall remain fixed during the entire period of contractor as detailed in Para No.3.0 and shall not be subject to variation on any account.

## **9.0 SUBMISSION OF BID**

Interested agencies may submit the sealed bid in two envelopes as detailed below :

### **9.1 SEALED ENVELOPE 1**

It will contain the Technical bid for empanelment of advertising Agency as per format (Annexure I) enclosed duly signed by authorized representative of agency with company seal.

This envelope will be super-scribed as “Tender for empanelment of Advertising agencies - Technical Bid”. The name and address of the agency should be mentioned on each envelope.

The Technical Bid prepared by the agency shall comprise the following components:

- Technical bid as per the format - Annexure I
- A corporate brochure of the agency
- Documentary evidence establishing the agency’s eligibility to bid and qualification to perform the contract if the bid is accepted.
- Copy of Article and Memorandum of Association/Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate ‘advertising’ as business of the firm.
- In case of any change in the agency’s status due to Merger or Acquisition etc. kindly provide the documents to support the statutory positions of the agency.
- Certificate of incorporation.
- Copy of Service Tax Registration, latest Income Tax Return/PAN card.
- Proof of major campaigns handled: sample documents like creatives/artwork of published advertisement, Video CD and Audio CD of TVC, Radio jingles, corporate films done for any recognized corporate house, any artwork/designs that the agency wishes to submit additionally in support of competency in respective field.
- An undertaking that the agency, if appointed for empanelment, shall appoint separate teams to handle the competing clients, if any, who are in the same business in India as Council to avoid clash of interests and maintenance of secrecy.
- An undertaking to the effect that agency shall itself, for the activities like posters, photographs, exhibitions, TV/Radio Jingle, Web/CD based production etc or any other services as desired by the Council, use only authorized captions, images, footages etc for the Council work and shall indemnify Council for any losses or damages and including litigation, if any, arise due to use of such products/materials for Council of India marketing activities.

## **9.2 SEALED ENVELOPE II**

It should contain Commercial bid as per Annexure II duly signed by authorized representative of agency with company seal and super-scribed as “Tender for empanelment of Advertising agencies - Commercial Bid”. Open envelopes or envelopes which are not sealed will not be accepted.

### **10.1 SUBCONTRACTS**

The Agency as and when required may subcontract the work provided the intimation in writing of all collaborations be given to the Council. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be solely responsible for the performance of subcontractors appointed by it.

### **10.2 Submission of BIDS**

Tender complete in all respects may be submitted only in person/post to Executive Director, Gem & Jewellery Export Promotion Council, Head Office, AW,1010, “G” Block, Bharat Diamond Bourse, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 on Council’s working days from Monday to Saturday : Time 10 a.m. to 5.30 p.m. Tenders received after due date and time shall not be entertained. Tenders received by post or courier will also not be entertained.

Council shall at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of Council and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

Any bid received by Council after the deadline for submission of bids shall be rejected outright.

### **10.3 MODIFICATION AND WITHDRAWAL OF BIDS**

The Agency may modify or withdraw its bid after submission provided that the written notice of the modification or withdrawal is received by the Council before the deadline prescribed for submission of bids.

Modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the agency. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post or courier, not later than the deadline for submission of bids. No bid shall be modified subsequent to the deadline for submission of bids.

## **10.4 CLARIFICATION OF BIDS BY COUNCIL**

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

## **10.6. AMENDMENTS IN DOCUMENTS**

At any time, prior to the date of submission of Bids, Council may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documentary by amendments.

The amendments shall be notified by Council's website [www.gjepc.org](http://www.gjepc.org) and these amendments will be binding on the agencies.

In order to afford prospective agencies a reasonable time to take the amendment into account in preparing their bids, Council may, at its discretion, extend the deadline for the submission of bids suitably.

## **10.7 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Council 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 there by incurring any liability to the affected agency or agencies on the grounds of Council's action.

## **10.8 OPENING OF BIDS BY COUNCIL OF INDIA**

Council shall open the Technical (Envelope I) and the Evaluation Committee will study the technical bids. The commercial bid will be opened only for agencies declared eligible and selected after technical evaluation as mentioned in this document.

## **10.9 AWARD OF EMPANELMENT**

Council shall consider empanelment of Agencies, whose offer have been found technically, commercially and financially acceptable and evaluated as the most suitable by Council. Selected Agencies will have to enter into an agreement with Council of India.

- o Agency of concept creation: similarly Council propose to appoint "Agency of concept creation" or creative agency among the panel of empanelled advertising agencies of the Council



finally selected. The job involve the creation of concept or art work of innovating designs for promotion and advertising of Council's services and related publicity activities.

#### **10.10 ASSIGNMENTS**

The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the Council.

If the Council undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender. (To be verified by Legal team)

#### **10.11 GENERAL CONDITIONS**

- The general condition shall apply in contracts made by the Council for availing the services of empanelled agency.
- The empanelled agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery/performance of the services from time to time. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI). Agency shall keep informed Council about any change in accreditation status of the agency with AAAI etc.
- All rights of reproduction, editing and future use of the creative layouts accepted for release and/or released by the Council shall be with Council of India unless otherwise stated explicitly and agreed by Council of India at the time of accepting the layout. The agency shall indemnify Council of India against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses, etc. incurred by Council .
- The empanelled Agency at its own cost will defend or settle any claim against Council of India to the effect that the empanelled Agency infringed any Intellectual Property Rights, trade mark, copy right, etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the Council, for alleged infringement of any intellectual property right or other statutory or common law rights, the Council reserves the right to cancel immediately, contract or part thereof yet to be undertaken

and the Agency shall compensate/repay the Council any of the commission already paid to the Agency or any other loss that might be incurred by the Council.

- Council of India through its authorized officers shall have right to inspect the services regarding conduct of Advertising services for the Council. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- Council of India reserves the right to blacklist an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds.
- The Selected agency shall ensure secrecy of Advertising related brief, other data which is shared, its findings & recommendations, etc.
- The selected agency/agencies shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- In case Council, desired the advertisement or other services to be published/ broadcasted in any other regional languages, free translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- It shall be obligatory on the part of agency to share the sources of secondary data, primary data, Council of India interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.
- Models/actors used for Council of India for campaigns, individual ads. Etc., will be selected by the Council.
- The Earnest Money Deposit (EMD) for the application related to Empanelment of Advertising Agencies shall be Rs.50000/- (Fifty thousand only) payable by Demand Draft or Par Order favouring “Gem & Jewellery Export Promotion Council” payable in Mumbai is to be submitted along with the application Form and is refundable only on the non-acceptance of the offer. Application submitted without EMD will not be entertained.
- The empanelled Agency shall not use the name of the Council or its logo to promote their business without prior permission from Council.

## **11.0 CONTACTING COUNCIL OF INDIA**

No agency shall try to influence Council on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an agency to influence

Council in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **12.0 SETTLEMENT OF DISPUTE BY ARBITRATION**

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any re-enactment(s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be Mumbai only.

## **13.0 GOVERNING LAW**

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in Mumbai shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender. The agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per the document or submission of bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.

Only short listed agencies as per eligibility criteria fulfillment would be considered for further selection process, which might involve a proposal for advertising work as per a given plan. The final selection would be made on the basis of demonstrated capacity for more cost assessed capacity across all traditional and non-traditional media, business turnover, track record with financial clients and spread across the country.

The Agencies qualifying as per eligibility criteria would be advised separately. Council reserves the right to accept or reject the applications submitted by the agencies without assigning any reasons thereof and no correspondence shall be entertained in this regard.

## Form of Tenderer

(to be submitted on Agency letter head)

To

Executive Director

AW 1010, G Block,

Bharat Diamond Bourse

BKC Mumbai- 400051

**Name of work: Advertising Agency for Council..**

- 1 Having examined the conditions of Assignment for the above Contract, i.e. Appointment of Advertising Agency for Council, we qualify under the minimum eligibility criteria and offer to undertake in conformity with conditions of Assignment.
- 2 We undertake to complete and deliver the whole of the works comprised in RFP and agree to abide by the general terms & conditions of bid document.
- 3 We agree to abide by this tender for the period of three years from the date fixed for receiving the same or agreed extended period and it shall be binding upon us and may be accepted at any time before the expiry of the period.
- 4 Unless and until a formal agreement is prepared and executed, this tender together with our written acceptance thereof shall constitute a binding terms & conditions between us.
- 5 We understand that the RFP does not bound Council to reimburse the Participant for any cost incurred in submission of this proposal. All statements in this RFP and any pre contract negotiation, understanding and agreements resulting from this RFP are preliminary, consequently, Council has no obligation to us until a written contract is executed.
- 6 We understand that Council has the right , without assigning any reasons thereof , to
  - (i) Reject, amend, and modify any proposal.
  - (ii) Terminate this RFP
  - (iii) Negotiate with one or more participants
  - (iv) Make no award to any of the Participants and/ or recommence the entire process

- (v) Contracts one or more Participants for reasons other than the lowest price.
- (vi) Modify the requirements and terms of this RFP and request revised proposal from some or all of the participants.
- (vii) We submit the RFP application as per annexure enclosed.

#### **Annexure- 1**

Application for empanelment of Advertising Agency for three Years

**PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCY TECHNICAL BID (to be submitted on Agency letter head)**

Date:

To  
Executive Director  
AW 1010, G Block,  
Bharat Diamond Bourse  
BKC Mumbai- 400051

We hereby offer to submit our request for empanelment of ADVERTISING Agency of Council of India for three years as per proposal Dated : 23rd January , 2015. We have read, understood the content of RFP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Advertising Agency brief Profile is as under

Sr. No.	Brief Contents	
1.	Name of the Agency	
	Address and Telephone Numbers	
	Registered/Head office	
	Address of the office at Mumbai	
	Address of the other offices in the country	Please enclose Separate sheet along with annexure
	Legal status of Agency	(proprietor/partnership/Pvt/Pub. Ltd)
2	Name of the Proprietor/ Partners/ Directors/	
3	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/ Mob. No. Email ID etc	May enclose Separate sheet along with annexure
4	The contact details of official proposed for handling for Council i.e. Key personnel contact Person/s Contact Tele/ Mob. No. Mobile No. Email ID etc	May enclose Separate sheet along with annexure
5	Date of Establishment /incorporation	
6	Accreditations Details (Date/ Month/ Year)	
7	Empanelment Details Name of Public /Private Sectors Councils / PSUs and others, if any, along with the Date/Month/Year) Please enclose separate Sheet if required	
	With Public Sector Councils	
	With Private Sector Councils	
	With Public Sector units	
	Others if any	
	Have you served for Council recently or in past please attach suitable proof.	
	Detail of award in Print media/visuals/ (attach suitable proof)	
8	Infrastructure	
	Name & Designation of Team of Media official	

	Name of other support staff Team of Media official		
	Are you a full or limited service agency?		
	Number of official working (separately for different offices)		
	Whether art department exist?		
	No of creative team member		
	If full-fledged studio exists? Give details.		
	Language translation facilities.		
	Recording facilities.		
	Number of media experts		
	Media survey subscriptions such as TAM, NRS, IRS, ABC etc attach details.		
	Research /Analysis tool		
	Computer hardware and software facilities		
	Working days and hours.		
	Whether you can provide 24/7 service to Council		
9	Other details( Attach copy of returns)		
	Income Tax No		
	Sales Tax No.		
	Vat/ Work Contract tax No.		
	Service Tax No		
10	Nature of Main Activity		
11	Membership with any organizations		
	Please give details		
12	Turn over Details		Copies of audited financial statements to be enclosed (Rs in Lacs)
	Year		Gross Turn Over
	2011-2012		
	2012-2013		
	2013-2014		
13	Principal head& TheirName		
14	PO/DD No :		Drawn on: dated:
	Amount : 50,000/- enclosed as EMD		

15	For the empanelment as an Advertising Agency of the Council, the Agency should submit proven established credentials for Corporate Brand Building and product and services in a summary sheet along with this application.
16	Declaration: Self declarations on the firm/ Company's Letter head that there are no outstanding income tax /sales tax dues/other statutory dues.

As per the Terms & Conditions we have by enclose an account Payee Demand Draft/Pay as mentioned above in favour of Council of India payable at Mumbai.

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for empanelment, I/We shall appoint separate teams for any competing client who are in same business as Council to avoid clash of interest and maintenance of confidentiality.

In case at any stage , it is found that the information given by me/us is false/incorrect, Council of India shall have the absolute right to take any action as deemed fit ,(including termination of contract and/or black list and debar), without any prior intimation tome/us.

Date: \_\_\_\_\_ Signature of authorized person for and on behalf  
Designation/Seal of Agency



**Annexure- ii**

**Application for empanelment of Advertising Agency for three Years**

**PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES FINANCIAL BID ( to be submitted on their letter head)**

Date:

To

Executive Director

AW 1010, G Block,

Bharat Diamond Bourse

BKC Mumbai- 400051

We hereby offer to submit our request for empanelment of Advertising Agency of Council of India for three years as per proposal Dated : 23rd January,2015.We have read, understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein.

Our Ad Agency brief Profile is as under

Sr. No.	Brief Contents /Particular	Details/Remarks/ Charges
1	Name and Contact details of the Agency	
2	The contact details of official proposed for handling for Council i.e. Key personnel contact Person/s Contact Tele. No./Mobile No. Email ID etc	
3	Media or creative commissions as a % of total media cost of new creative for print and electronic/ digital media.	

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if appointed for empanelment, I/We shall appoint separate teams for any competing client who are in same business as Council to avoid clash of interest and maintenance of confidentiality.

In case at any stage , it is found that the information given by me/us is false/incorrect, Council of India shall have the absolute right to take any action as deemed fit ,(including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf  
Designation/Seal of Agency

## INSTRUCTION FOR TENDERING

- 1 Before tendering the Tenderer are requested to carefully examine the Tender Document, Terms and condition of assignment, specification and if there is any ambiguity they should immediately refer the matter to Council, for clarification.
- 2 (i) The Tenderer shall complete the annexed form of tender and information called for therein and shall sign with date each page of the Tender documents.  
(ii) The tender should contain a name with designation, an address, Tel. No. and Fax No for serving notices to the Tenderer in connection with the tender.  
(iii) Tenders should be submitted in a sealed envelope clearly indicating in top of the envelope "Empanelment of Advertising Agency"
- 3 All form may please be filled up in Arial 12 fonts in double spacing format.
- 4 The bidder should enclose the proofs of document for qualifying requirement. Document not required as part of the tender should not be provided.
- 5 Council does not bind itself to accept the lowest or any tender and has the right to refuse any Tender without assigning any reason or select any Bidder/Single bidder that is in the final evaluation list. Council also has a right to re issue the tender without Tenderer having the right to object against such reissue. Council also reserve the right to extend the validity period of the tender.
- 6 For any clarification, the tenderer may contact Dy. Director, Promotions, Marketing & Business Development 022 26544600. Or email at [ho@gjepcindia.org](mailto:ho@gjepcindia.org)

Annexure-IV

S.NO	PARTICULARS	COPY RECEIVED (YES OR NO)	REMARKS
1.	LETTER OF THE COMPANY( <i>Expression of Interest</i> )		
2.	CERTIFICATE OF INCORPORATION		
3.	LAST THREE YEARS AUDITED FINANCIAL STATEMENTS/ IT RETURN		
4.	COPY OF WORK ORDER/ PROJECT COMPLETION REPORT ( <i>for last two events/activities</i> )		
5.	COMPANY PROFILE		
6.	LIST OF CLIENTALE		
7.	MANPOWER DETAILS		
8.	EQUIPMENT / STRUCTURAL DETAILS( <i>if applicable</i> )		
9.	PF REGISTRATION CERTIFICATE		
10.	PF CHALLAN ( <i>At the time of making Payment</i> )		
11.	SERVICE TAX REGISTRATION		
12.	SHOP & ESTABLISHMENT LICENSE		
13.	ANTECENTS VERIFICATION OF MANPOWER BE ENSURED BY THE SERVICE PROVIDER ( <i>if applicable</i> )		
14.	ESIC REGISTRATION CERTIFICATE AND REGISTRATION NUMBER		
15.	WORK ORDER / AGREEMENT SHOULD CONTAIN CLEAR CLAUSE PERTAINING TO PAYMENT OF STATUTORY COMPLIANCES SUCH AS PF, ESIC, PT, ST BEING THE SOLE RESPONSIBILITY OF THE SERVICE PROVIDER/CONTRACTOR		

