



Your Assurance of Pure Silk
TENDER DOCUMENT

- 1. Placement of advertisements in publications and channels**
- 2. Creation of Art work – visualization, conceptualization, photography, Videography in digital format and design adaptation for advertisements and printing of publicity material**
- 3. Translation in various Indian Languages**
- 4. Other related works**

Price : Rs. 500.00 /-

**Silk Mark Organisation of India,
Central Silk Board Complex,
BTM Layout, Madivala,
Bangalore – 560068
Ph : 080-26282117 Fax : 080-26689356**



Your Assurance of Pure Silk
Silk Mark Organisation of India(SMOI)
Central Silk Board,
Ministry of Textiles, Govt. of India

SMOI/MIS/EMP/15-16/F-67

18th May 2016

Notice Inviting Expression of Interest EOI from
Media Agencies/Advertising Agencies/Creative Groups
for Empanelment of Media Placement Agencies

Silk Mark is a Quality Assurance Label for Silk and is being promoted by Silk Mark Organisation of India. Silk Mark is aimed at protecting the Consumers, Generic promotion of Silk and building brand equity of Indian Silk both domestically and internationally.

The Silk Mark Organisation of India invites EOI from reputed Media Agencies / Advertising Agencies / Creative Groups for empanelment for entrusting the following works as a package :

1. Placement of advertisements in publications and channels
2. Creation of Art Work – Visualization, Conceptualization, Photography in digital format and design adaptation for advertisements and printing of publicity material
3. Translation in various Indian Languages
4. Other related works

A complete set of tender documents containing specifications, terms and conditions and application format are available in the website <http://www.silkmarkindia.com/index.php/tenders> The cost of the tender document is Rs. 500/-(Five Hundred only), same may be downloaded by the applicant. The applicant shall submit a fee of Rs. 500/- along with the duly filled application. The payment shall be made through DD drawn on any bank favouring “Silk Mark Organisation of India, Bangalore”.

It may be noted that an evaluation system will be followed to empanel the Agencies. The tender document along with supporting documents should be placed in a sealed cover with superscription “Application for Silk Mark empanelment” and addressed to the CEO , SMOI, Central Silk Board Complex, BTM Layout, Madivala, Bangalore – 560068 Ph: 080 - 26282117 Fax:080-26681511 and submitted before 1.00 pm, 15th June 2016, along with a EMD of Rs.5000.00 (Rupees Five Thousand only) through a Demand Draft drawn on any Bank favouring “Silk Mark Organisation of India, Bangalore”. The sealed cover containing EOI will be opened on the last date of submission at 5.00 pm. In all matters, the decision of CEO, SMOI is final. If the last date happens to be a holiday, the tender will be opened on the next working day at the same time and venue.

(K.S.Gopal)
CEO
Silk Mark Organisation of India



Your Assurance of Pure Silk

Silk Mark Organisation of India(SMOI)
Promoted by Central Silk Board
(Ministry of Textiles, Govt. of India)

I Statement of Objectives

Natural Silk has been facing unfair competition from unscrupulous manufacturers and traders of cheap manmade substitutes, which they pass on as pure natural silk, depriving genuine consumers and stakeholders of the real value of silk, despite paying for it. Silk Mark is an initiative of the Central Silk Board, Ministry of Textiles, Govt. of India through the Silk Mark Organisation of India (SMOI) aimed at the generic promotion of silk and to help the consumers to easily identify genuine pure natural silk products before buying them.

Silk Mark is a Quality Assurance Label aimed at protecting the Consumers, Generic promotion of Silk and building brand equity of Indian Silk domestically and Internationally.

SMOI wishes to undertake a publicity campaign in the print and electronic media to educate the consumers and silk industry stake holders about Silk Mark in different languages across the country through inviting EOI & subsequently empanelling the advertising agencies.

The agencies empanelled with SMOI after the selection will be entrusted with the following works :

1. Placement of advertisements in publications and channels
2. Creation of Art work – visualization, conceptualization, photography, videography in digital format and design adaptation for advertisements and printing of publicity material
3. Translation in various Indian Languages
4. Other related works

II Eligibility

The agency should have the following criterion :

1. Minimum three years of experience as INS accredited agency.
2. Minimum of three years experience in creation of Art work, Photography, videography and engaged in translations
3. Adequate independent infrastructure to produce Art work including professional staff like Art designer, copy writer, and equipments like high end computers with graphic or image editing programmes, high speed internet connections etc.
4. Minimum of Rs 200.00 lakhs as turnover annually.
5. An establishment with complete infrastructure mentioned in point no. 3 at Bangalore, proven by appropriate documents.

III Conditions to be fulfilled by the Applicant

1. The duly completed application in a sealed cover with superscription “ Application for Silk Mark empanelment” and should reach the following address.

CEO , Silk Mark Organisation of India, Central Silk Board Complex,
BTM Layout, Madivala, Bangalore – 560068
Ph : 080-26282117 / 2152

2. An amount of Rs. 5,000.00/- (Five thousand only) by way of DD drawn on any bank in favour of Silk Mark Organisation of India, Bangalore as EMD may be submitted along with the application. The EMD for unsuccessful bidders will be refunded within one month from the date of completion of Empanelment.

3. Applications should accompany Income Tax Returns for the last three Assessment years with PAN no, balance sheets for last three years duly certified by a Chartered Accountant.
4. Agency's Annual report for the past three years.
5. Bio data(CV) of the key persons associated with Creation of Art work, photography, videography etc.
6. Certificate of INS accreditation for three years.
7. Proof of facilities available.
8. Proof of awards won.
9. Sample work of Art work, photography, videography and translation work undertaken in hard and soft copies.
10. Applications found incomplete in any manner or not accompanied by proper supporting documents or EMD shall be rejected.
11. Applicants found resorting to malpractice or submitting false/incorrect information/documents shall be rejected without making any communication.
12. Applications / Bids received after the specified date will not be considered.
13. A committee will go through the submitted documents and may visit the premises to verify the infrastructure and facilities available at the applicants' Bangalore offices before short listing. Only the short listed applicants will be invited to make a presentation before the committee.

IV Empanelment of Applicants

1. Empanelment will be made on the basis of the Applicant satisfying the eligibility criteria & fulfillment of the terms & conditions as mentioned in section II & III above and on the basis of assessment about capacity to do quality work.
2. The Empanelment committee after due process will intimate the place and date of the presentation. The presentation may focus on the following theme – 'Making Silk Mark a house hold name'. The committee may visit the premises of the agency to verify the declarations. The final selection will be made after this verification.
3. Empanelment of the agencies will be valid for two years from the date of empanelment and can be extended by one year with the approval of the competent authority. The empanelled agency is required to sign the agreement and the format of which is enclosed herewith.

4. The decision of SMOI with regard to selection or rejection of agency shall be final and binding and no communication in this regard will be entertained. SMOI shall have the right to amend the pre-qualification/selection criteria at any time.

V Work Allocation

1. All DAVP publications/channels will be distributed amongst the empanelled agencies on the basis of the performance and contribution to the Silk Mark campaign.
2. A committee will be evaluating continuously the performance of the empanelled agencies and the formula will be worked out on the basis of the evaluation to decide the distribution of work.
3. A competitive bid for the all the non – DAVP publications / Channels will be invited from the empanelled agencies from time to time and the agency having the lowest bid for the particular publication / Channel will be awarded the release order. However, SMOI reserves the right to release directly to the publication or channel, if the rates quoted by the agencies are not competitive or unable to meet the desired outcome.
4. The agency shall bear all the art work and translation charges
5. In the event of the agency not submitting suitable artwork or translation, SMOI is free to outsource the work and the expenses for the same will be deducted from the agency's account. Alternatively the work may be reassigned to some other agency as per the discretion of the CEO. The decision of CEO is final in this regard.
6. It is mandatory for the selected agencies to submit a fortnightly report in the prescribed format about the work executed, the work under execution and the pending work with sufficient reasons.
7. CEO, SMOI or the persons assigned by him may evaluate the quality, promptness etc. of the work executed by the agencies. Based on the evaluation, if the work is not found satisfactory, the CEO may send a warning notice to the agency. If no improvement is noticed even after two warning notices, the services of the concerned agency, who does not meet the prescribed standards, will be removed from the panel without further notice.



Your Assurance of Pure Silk

Silk Mark Organisation of India(SMOI)

Central Silk Board

(Ministry of Textiles, Govt. of India)

Application for Empanelment

Category of work : Empanelment for Placement of Advertisements in publications and channels, Art work, Translation and related work.

1. Name of the Agency / Organisation :
2. Office address (with telephone / mobile & e-mail) :
3. Residential Address of the Owner :
4. Contact address in Bangalore :
5. Details of the work undertaken with number of years of experience in each field with supporting documents

6. Prestigious and recognized awards won with details and supporting documents.
7. Details of the infrastructure : Design studio, Editing equipments etc
8. Details of creative team with bio-data of each with their respective professional qualification
9. Legal status of the agency (Is it a registered firm/company)
(Copy of the certificate of registration to be enclosed)
10. Has the agency ever been blacklisted by any Organisation : Yes / No
(If yes, give details)
11. Staff strength of the Agency
 - A. All India
 - B. At Bangalore
12. List of major projects undertaken
13. Clientele list
14. EMD (attach DD for Rs. 5000/- drawn on a bank payable to Silk Mark Organisation of India, Bangalore). Details of DD with number, date and bank of Issue.

15.A write up about – ‘Making Silk Mark a house hold name’

Date :

List of Enclosures :

Signature of the Authorised Person

Declaration

I, _____ of _____ (Firm's name) on behalf of the said firm do hereby solemnly affirm that the entire information furnished by me in respect of Art work, photography work and Translation work and other relevant aspects are correct based on the facts and documents and that I have no objection to the removal of the my firm name from the empanelled list if the information/document furnished partly or wholly, found to be false or incorrect. I will abide by the decision of SMOI in toto taken in this regard.

Signature

Full Name

Date

(Seal of the Organisation)

Note : Separate sheets may be enclosed where ever required

DEED OF AGREEMENT TO BE EXECUTED BY THE MEDIA PLACEMENT AGENCY

An Agreement made this -----day of ----- between Silk Mark Organisation of India (SMOI), a registered society under Karnataka Societies Registration Act 1960 with Registration No.1054 dated 19.01.2004 (Promoted by Central Silk Board, Ministry of Textiles, Government of India), Central Silk board Complex, BTM Layout, Madivala, Bangalore – 560 068, Phone: 080-26282117 Fax: 080-26689356 represented by its CEO hereinafter referred to as “SMOI” (which expression shall include his successor or assigns) of the one part and -----
-----represented by its ----- (hereinafter called the “Agency” which term shall include their successor or assigns) of the other part.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

Whereas, the SMOI invited EOI from the reputed media/advertising/creative agencies vide its reference/empanelled letter No. SMOI/MIS/EMP/15-16/F-67 dated ----- for being empanelled for undertaking the work of:

- ❖ Placement of Advertisements in publications and channels
- ❖ Creation of artwork – conceptualisation, visualisation, photography in digital format and design adaptation for advertisements and printing of publicity material
- ❖ Translation in various Indian languages
- ❖ Other related works

and after due evaluation thereof as per the EOI terms, has accepted the offer submitted by the Agency subject to terms and conditions herein

below mentioned and the agency hereby agrees to undertake the said work.

1. The agency shall undertake the following works

- Creation of media plan and budget
- Creation of concept, visualization and supervision of photo-shoot
- Creation of art work for the releases irrespective of release by any agency
- Creation of Art work and layout for the magazine 'The Silk Mark Vogue'
- Creation of art work for any brand activity like brochures, posters, calendars, hoardings, fascia, backdrop, handbills, danglers, streamers, arches, stickers, invitation cards, id card, tickets, complementary pass, folders, carry bags, counter signboards etc.,
- Translation of all and any marketing communication in different languages as specified by SMOI seperately
- Any other work as and when assigned

And complete the same within the prescribed period at no cost basis for SMOI.

2. The agency shall submit a media plan for each quarter of the financial year along with the cost involved for release of advertisements in various publications /channels (As relevant)
3. The agency shall submit a quote, on request from SMOI, for release of advertisements in various publications / channels.
4. The quote shall accompany an security deposit by way of DD drawn on any nationalised bank equivalent to 10% of the value of the work or a bank guarantee for the said amount in favour of Silk Mark Organisation of India or submit Rs 1.00 lakh as security deposit or a

bank guarantee for the same amount for the entire empanelment including the extension period.

5. The agency should supply at least five different options of artwork for evaluation and selection (Hard copy as well as soft copies)
 6. SMOI shall evaluate the artwork, cost of placement of advertisements in the publication etc of each quote submitted by the empanelled agencies and the work will be awarded to the selected agency for execution of the work. The decision of the Chief Executive, SMOI in selection of the quote shall be final
 7. The agency should submit the invoice in duplicate along with the following;
 - a. Publication of Silk Mark advertisement
 - b. Approved artwork, Photography in Soft (.cdr and .pdf format) and hard copies in case of publications and digital record of the spot film in the channel in case of electronic media.
 - c. Any other document in support of items charged in the bill
- SMOI shall make payment of credit bill of the agency subject to terms & conditions of this agreement and further subject to deduction at source, of Income Tax or any other taxes as applicable to the case at such rates as may be prescribed as per relevant statutes. The agency shall submit a fortnightly report regularly on 1st and 16th of every month.
8. All the artworks, photographs, transparencies, film, sound tracks, negatives etc., which have been supplied by SMOI or which have been prepared by the agency in connection with SMOI's work shall remain the property of SMOI and same should be returned intact to SMOI, after completion of the job. SMOI reserves the right to take such steps as it may consider necessary for dealing with the matter, as per law, in the event of infringement of any portion of the said work either by the agency or by its representatives.
 9. The agency shall take every care to see that the work or any portion thereof do not fall into unauthorized hands. Care should be taken to execute the work under secured conditions.

10. The agency shall, whenever called upon to do so, give full information with regard to the progress of the work in hand, and shall also permit the CEO or any other officer/official deputed by him to inspect the premises at all reasonable times and shall give all assistance and information as may be required in connection with the execution of the contract.
11. The agency shall not assign the work without the written permission of SMOI
12. The agency shall covenant and assure that the Bank which stands as guarantor shall pay to SMOI such amount/s as the Bank may be called in as per Clause 4, in the event of any breach or non-observance of any loss or damage to SMOI. The decision of the CEO in this regard shall be final and shall not be questioned by the Bank.
13. If the agency, owing to some unavoidable pre-occupations is unable to take up execution of the work, SMOI, shall be free to assign to the next agency or any other agency as it deems fit for that particular work. The decision of CEO is final.
14. In the event of the agency's failure to execute the work:
 - a. According to the prescribed time schedule; or
 - b. According to the accepted standards of workmanship, and
 - c. To the satisfaction of the CEO, SMOI.SMOI may reallocate the work to some other agency at its discretion without any claim from the defaulted agency
15. In the event of making alternative arrangements in the circumstances arising under Clause 14 above, the excess cost incurred, by reason of prices paid to the other agency, SMOI may charge the amount of such cost to the agency and the same may at any time be deducted from any sum or sums due then or which at any time thereafter may become due to the agency under this or any other contract or from the Bank by virtue of its being stood as a guarantor or may be demanded of his /them to be paid to SMOI within seven days from the date of demand made by the CEO, SMOI.

16. Notwithstanding anything contained in the conditions laid down in clauses 14 and 15, it shall be within the competence of the CEO, SMOI, in case of any discovery of error or defect due to the fault of the agency at any time after the work has been executed, to get such error or defect rectified by the agency at agency's cost to the satisfaction of and within the time fixed by the CEO or to accept owing to urgency or for any other reason, such defective work at a rate not more than 80 percent of the contract rate pertaining to the portions adjudged to be defective.
17. In the event of work being wholly rejected, CEO, SMOI may at his own discretion either:
 - a. Permit the agency to re-do the same within such time as he may specify at agency's cost or,
 - b. Arrange to get the work done elsewhere and by another person or from any other sources other than the agency. However, subject to terms and conditions of this contract, in which case the extra cost, if any, shall be recovered from the defaulting agency in the manner provided in Clause 15.
18. The right/authority of the CEO, SMOI, shall in no way affect or prejudice the right/authority in certain events to terminate the contract vested in him as herein provided or forfeiture of security deposit, mentioned above whether assigning any reason or without assigning any basis. His decision shall be final.
19. Without prejudice to the foregoing, the penalty clause may be relaxed at the discretion of the CEO, SMOI in the event of execution of work becoming highly impossible on account of *force majeure* conditions like severe power cut imposed by the Government, viz., major or other unavoidable, irresistible forces, provided same has not been occasioned by any intentional wrongful act, default or negligence on the part of the agency. The decision of CEO is final and binding on the agency.

20. If any item of work/operations, not provided for, is required to be performed, rates to be paid for, shall be determined separately, by mutual consent.
21. The word agency appearing in the contract shall include an individual or partnership firm or a joint stock company and their heirs, successors and executors.
22. The contract will be in force for the period of empanelment on the same terms and conditions contained in these presents, at the discretion of CEO, SMOI.
23. SMOI reserves the right to terminate the contract at any time during the contract period without notice and without assigning any reason.
24. The decision of CEO, SMOI is final in all the above matters.
25. Disputes of any kind are subject to the jurisdiction of Bangalore courts only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals this day, month and year first above written

MEDIA PLACEMENT AGENCY

CEO
SMOI

WITNESSES

1.

1.

2.

2.