



SILK MARK
INDIA

Your Assurance of Pure Silk



Silk Mark Organisation of India

[Central Silk Board, Ministry of Textiles - Govt. of India]

Corporate Office: CSB Complex, B.T.M. Layout, Madivala, Bengaluru - 560 068. India

Ph: 080-2628 2114 / 2117 / 2151 / 2152; Fax: 080-2668 9356

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SMOI/EMP/2018-19/66

Dt.18-10-2019

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 (SMOI), Central Silk Board, Ministry of Textiles, Govt. 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 DAVP empanelled publications and channels
2. Creation of Art work – visualization, conceptualization and design adaptation for advertisements and printing of publicity material
3. Translation in various Indian Languages
4. Developing Media strategy and other related works

A complete set of tender documents containing specifications, terms and conditions and application formats may please be obtained from the Office of SMOI at the below given address or can be downloaded from the website <http://www.silkmarkindia.com/downloads/>. The hard copy of the documents can be obtained from the SMOI Office by paying Rs.500/-. Those applicants who download the documents shall submit the said fees along with their applications. The payment shall be through DD favouring "Silk Mark Organisation of India, Bangalore".

It may please 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 Chief Executive Officer, SMOI, Central Silk Board Complex, BTM Layout, Madivala, Bangalore – 560068 and should be submitted on or before **18.11.2019 at 2.00 PM**, along with a security deposit of Rs.5000/- through a Demand Draft favouring "Silk Mark Organisation of India, Bangalore". The sealed cover containing EOI will be opened on the same day i.e., **18.11.2019 at 4.00 pm**. Later technically responsive applications will be shortlisted and the agencies will be informed for their presentation before the Committee.

The decision of Chief Executive, SMOI is final in all the above matters.

(K.S.GOPAL)
CEO - SMOI



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TENDER DOCUMENT

1. Placement of advertisements in DAVP empanelled publications and channels
2. Creation of Art work – visualization, conceptualization and design adaptation for advertisements and printing of publicity material
3. Translation in various Indian Languages
4. Developing Media strategy and other related works

Price : Rs.500/-

Silk Mark Organisation of India

[Central Silk Board, Ministry of Textiles - Govt. of India]

CSB Complex, BTM Layout, Madivala,

Bangalore – 560068

Ph : 080-26282117 / 2152 Fax : 080-26689356 / 26681511

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 for 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 proposes 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.

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

1. Placement of advertisements in DAVP empanelled publications and channels
2. Creation of Art work – visualization, conceptualization and design adaptation for advertisements and printing of publicity material
3. Translation in various Indian Languages
4. Development of Media strategy and other related works.

II. Eligibility:

1. The agency should have minimum 3 (Three) years of experience as INS accredited agency.
2. The agency should have a minimum of 3 (Three) years experience in creation of Art work, Photography, Videography and engaged in translations.
3. The agency should have adequate independent infrastructure to produce Art work including staff like Art designer, copy writer and equipments like high end computers with graphic or image editing programmes, high speed internet connections, etc.
4. The Agency should have a minimum of Rs.300/- lakhs as turnover annually.
5. The Agency should have an establishment in 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: The Chief Executive Officer, Silk Mark Organisation of India, Central Silk Board Complex, BTM Layout, Madivala, Bangalore – 560068 Ph : 080-26282117 / 2152 Fax : 080-26689356/26681511.
2. An amount of Rs.5,000.00/- (DD in favour of Silk Mark Organisation of India, Bangalore) as EMD may be submitted along with the application. The EMD for unsuccessful bids will be refunded within one month from the date of completion of Empanelment process.
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 shall be rejected.
11. Applicants found resorting to malpractice or submitting false/incorrect documents shall be rejected without making any communication.
12. Applications / Bids received after the specified date will not be considered.

IV. Empanelment of Applicants :

1. Empanelment will be made on the basis of satisfying the eligibility criteria and on the basis of assessment about capacity to do quality work. Empanelment will be done by an Empanelment Committee appointed for the said purpose.
2. The Empanelment Committee will shortlist agencies after the preliminary selection process and invite the shortlisted agencies for making a presentation. The place and date of the presentation will be intimated later. The presentation may focus on the following theme – "Strategy for promotion of Silk Mark". The committee will make a visit to the premises of the agency to verify the declarations. The final selection will be made after this verification.
3. Empanelment 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.





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4. The decision of SMOI with regard to selection 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 released to the empanelled agency on the basis of the performance and contribution to the Silk Mark campaign.
2. A committee will be evaluating continuously the performance and in case the performance of empanelled agency is not satisfactory, it will be at the discretion of SMOI to opt for another agency based on the ranking in the empanelment process.
3. A competitive bid for all the non – DAVP publications / Channels will be invited from the shortlisted 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 empanelled agency shall provide all the creative art work and translation for advertisement and other SMOI promotional materials without additional charges to SMOI. However, any expenses towards purchase of images, photography, Videography, etc will be reimbursed as per actuals if done with prior approval of SMOI.
5. It is mandatory for the empanelled agency to submit a quarterly report in a prescribed format about the work executed / work under execution and the pending work with sufficient reasons.
6. CEO, SMOI or the persons assigned by him may evaluate the quality, promptness, etc. of the work executed by the agency. Based on the evaluation, CEO may send a notice to the agency who do not meet the standards and may terminate their services after two such notices.

Application for Empanelment

Category of work: Empanelment of 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 proprietor / Partner :
4. Contact address in Bangalore :
5. Details of the work undertaken with 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 with 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 inclusive of the branches.
12. List of major projects undertaken
13. Clientele list
14. EMD (Attach DD for Rs.5000/- drawn on a nationalized bank payable to Silk Mark Organisation of India, Bangalore). Details of DD with number, date and bank of Issue.
15. A write up on - "Strategy for Silk Mark promotion" in one page.

Date :

List of Enclosures :

Signature of the Authorised Person



Declaration

I, _____ of _____
(Firm's name) 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 and that I have no objection to the termination of the empanelment if the information furnished partly or wholly, is found to be incorrect. I will abide by the decision of SMOI in toto regarding empanelment

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 date----- between Silk Mark Organisation of India (SMOI), a registered society under Karnataka Societies Registration Act 1960 with Registration No.1054 dated 19.01.2004 (Functioning under 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 Chief Executive Officer 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 applications from the advertising agencies vide its reference/empanelled letter No. SMOI/EMP/2018-19/F-66 dated ----- for undertaking the work of:

- ❖ Media Advertisement releases in print and electronic media
- ❖ Creation of artwork – conceptualization, visualisation, photography in digital format and design adaptation for advertisements and printing of publicity materials
- ❖ Translation in various Indian languages
- ❖ Developing media strategy and other related works

and after due evaluation thereof, has accepted the application submitted by the Agency subject to terms and conditions herein below mentioned and 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 'Silk Mark' magazine.



- 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, complimentary pass, folders, carry bags, counter signboards, etc.
- Translation of art work text in different languages
- 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 NON DAVP publications / channels.
4. The agency shall submit Rs.1.00 lakh as bank guarantee for the entire empanelment period.
5. The agency should supply different options of artwork for evaluation and selection.
6. SMOI shall evaluate the artwork, cost of placement of advertisements in the publication etc of each quote submitted by the empanelled agency and if not satisfied, the work may be awarded to the other agency kept on the ranking in the empanelled process. The decision of the SMOI in selection of the quote shall be final.
7. The agency should submit the invoice in duplicate along with the following;
 - a. Copy of Releasing Order
 - b. Publication of Silk Mark advertisement
 - c. 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.
 - d. 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 Income Tax deduction at source or any other taxes applicable to the case at such rates as may be prescribed as per relevant statutes. The agency shall submit a report in the prescribed format regularly on quarterly basis.
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 it may consider necessary for dealing with the matter 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 does 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 Chief Executive Officer 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 Chief Executive Officer 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.
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 SMOI.SMOI may reallocate the work to some other agency at its discretion.
15. In the event of making alternative arrangements in the circumstances arising under Clause 14 above, the excess cost, if any, incurred by reason of the difference between prices paid to the other agency and the contract rates (to be certified by the CEO, SMOI whose certificate shall be final), SMOI may charge the amount of such excess 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 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, 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 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 agency in the manner provided in Clause 15.
18. The power of the SMOI, shall in no way affect or prejudice the power in certain events to terminate the contract vested in him as herein provided or forfeiture of EMD, mentioned above whether assigning any reason or without assigning any basis. SMOI decision shall be final.
19. Without prejudice to the foregoing, the penalty clause may be relaxed at the discretion of the 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.
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 2(Two) years from the date of acceptance and may be extended for one more year on the same terms and conditions will be concurrent with the period of empanelment including renewal ,if any, 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

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1.

2.

2.