



**SELECTION OF AGENCIES EMPANELLED UNDER DAVP**

**FOR**

**NATIONAL JUTE BOARD (NJB)**

**REQUEST FOR PROPOSAL (RFP)**

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# NOTICE INVITING RFP

## SELECTION OF AGENCIES EMPANELLED UNDER DIRECTORATE OF ADVERTISING AND VISUAL PUBLICITY (DAVP), MINISTRY OF INFORMATION AND BROADCASTING, GOVT. OF INDIA FOR PROMOTIONAL CAMPAIGN FOR NATIONAL JUTE BOARD (NJB)

### PART I – STATEMENT OF PURPOSE AND BID OUTLINE

1. **The National Jute Board (NJB)**, a Statutory Body under the administrative control of the Ministry of Textiles in the Government of India, is responsible for development and promotion of jute and jute products in India and abroad. A few basic facts about Indian jute industry and NJB may be seen at **Annexure-I**.

NJB invites applications from the agencies empanelled under Directorate of Advertising and Visual Publicity (DAVP), Ministry of Information and Broadcasting, Govt. of India for undertaking the job of conceptualization, design and execution of a sustained campaign to **build a brand identity for Indian jute** and jute products within India and internationally and also to prepare product and category specific promotional materials. Once the agency/agencies is/are selected, the engagement will run for **one year, and may be extended on mutual agreement for further one year** depending on satisfactory performance.

2. **NJB** intends to empanel one or more DAVP empanelled agency/agencies to undertake integrated promotional campaigning for jute through the following:
  - (a) Advertisements and insertions in Newspapers, periodicals, journals and publications
  - (b) In-house publications and promotional materials
  - (c) Audio-visuais including but not limited to production of films, audio spots and presentations in various electronic formats
  - (d) Promotional materials to be presented and circulated in Exhibitions / Seminars / Workshops
  - (e) Advertisements through audio-visual, internet and electronic media
  - (f) Advertisements through hoardings, banners, mobile vans, and cinema, theater etc.
  - (g) Public Relations including but not limited to media coverage and editorial content as well as events.
  - (h) Creation of Logo and Tagline for the Campaign
  - (i) Developing Creative for print media (design, lay out, copy writing and colour scheme).

- (j) Adaptation of creative in regional and foreign languages according to regional cultural background.
- (k) Translation of printed creatives in regional and foreign languages (without adaptation).
- (l) Adaptation of creatives for Outdoor Publicity and Exhibition.
- (m) Cover design and text layout for printed publicity.
- (n) Production of Audio visual spots and Radio spots.

Illustrative list of promotional activities envisaged is enclosed at **Annexure-II**.

The creativity and designs for the campaign should be clear, concise and compelling. They should not only carry the message in a lucid and persuasive manner but also establish a clear brand identity. The selected agency/agencies shall within a month of engagement prepare a Media Plan for the campaign for one year and thereafter for subsequent one year, if performance is satisfactory.

- 3. The agency / agencies will carry out the assignment in accordance with the highest standards of professional excellence, coupled with ethical competence and integrity, having due regard to the terms, conditions and standards of the assignment expected to be delivered.

Sealed applications are invited from *bona fide*, competent and DAVP empanelled agencies, with offices in Kolkata and in at least two of the other five metro cities viz. New Delhi, Chennai, Mumbai, Bangalore and Hyderabad. The format for the application is annexed to this document.

- 4. Earnest Money of **Rs.25,000/-** (Rupees Twenty Five Thousand only) by A/c. Payee Demand Draft / Pay Order drawn in favour of “**NATIONAL JUTE BOARD**”, payable at Kolkata shall be deposited along with the offer. Offers not accompanied by the Earnest Money will be rejected. Earnest Money of the unsuccessful applicants will be refunded within 30 days of signing of contract. The Earnest Money of the successful applicants will be retained and will be returned within 1 month from the end of the contract period..
- 5. **A meeting** with the intending applicants will be held on 22<sup>nd</sup> October, 2018 at **15.00 hrs.** in the office of **the NJB at 3A Park Plaza (3<sup>rd</sup> floor), 71, Park Street, Kolkata – 700 016** to discuss issues concerning the Campaign and scope of jobs. Attendance in the meeting is **not a precondition** for participation in the tender.
- 6. Application must be submitted in 2(Two) parts as detailed in Part III of this RFP Document. Please ensure that all the documents being submitted are duly signed with page number.
  - (i) **Packet A:** Earnest Money Deposit eligibility and credentials.
  - (ii) **Packet B:** Technical / Creative Proposal which must cover indicative illustrations for brand identity, media plan, campaign design and sample creatives.

RFP containing the two sealed covers, as mentioned above, must be placed within a further sealed cover super scribed “**Application for Empanelment of Advertising Agency**” and **bearing the name of the applicant**. The application must be received at the office of the National Jute Board, Kolkata **within 15.00 hrs. on 29<sup>th</sup> October, 2018 (Monday)**. Application(s) received after the stipulated date and time will not be accepted.

(iii) **Earnest money Deposit; eligibility and credential RFP:**

The first part of the RFP (**Packet A**) which **determines eligibility** will be opened **on the same day 29<sup>th</sup> October, 2018 at 16:00 hours** in the office of the NJB. Applicants may remain present.

(iv) **Technical / creative Proposal:**

**Packet “B”** of the qualified RFP will be opened **on 6<sup>th</sup> November, 2018 (Tuesday) at 11.30 hrs.** for technical evaluation. Applicants will also be given the opportunity to make a presentation before the Evaluation Committee after their technical / creative RFP are opened and evaluated.

## **PART II -PROCESS OF EVALUATION AND SELECTION**

Applications will be evaluated on Quality to ensure a fair and transparent method of selection.

The **credentials of the applicants as enclosed in Packet A** will be examined first. The credentials will broadly cover the following areas –

- Infrastructure and capability including country-wide presence
- Capacity judged on the basis of annual turnover across all the activities mentioned
- Compliance with regulatory requirements such as registration, IT returns, etc.
- Competence in all the promotional activities and sectors noted in the campaign outlined at Pg. 1 of this document and illustrated at **Annexure-II**

In case a applicant does not meet the criteria for eligibility, his Technical/Creative Application will not be opened.

For all applicants eligible according to the prescribed criteria, the **Technical / Creative proposals will be evaluated by a designated Committee**. The qualified applicants will be given advance notice and the opportunity to make presentation/s to the Committee on a specified date. **The criteria for evaluation of the Technical / Creative proposal are at Annexure III.**

### **PART III – FORMAT FOR SUBMISSION OF APPLICATIONS**

RFP must be submitted in 2 (Two) parts, each part within a separate sealed cover super scribed as given below. All the pages of the RFP documents should be signed by the authorized signatory of the agency and each page are required to be numbered.

- **Packet A: Earnest Money Deposit eligibility and credentials**

The packet must be super scribed “**Packet A – EMD and Credentials**” and must also bear the name of the applicant. **Packet A** must contain the following:

- a. **Earnest Money Deposit – Demand Draft for Rs. 25,000** (Rupees Twenty Five Thousand Only) drawn in favour of “**National Jute Board**” payable at Kolkata.
- b. Proof of infrastructural capability including **country-wide presence** –
  - (i) Proof of offices in Kolkata and in at least two of the other metro cities namely Delhi, Mumbai, Hyderabad, Bangalore and Chennai, evidenced by attested copies of **registration** (of each office) **under the Shops and Establishments Act or equivalent Government regulation**. List of documents to be submitted:-
    - a. Memorandum & Article of Association of the agency (if Applicable)
    - b. Aadhar Card Number of the applicant signing the bid
    - c. Registration Certificate including GST Registration
    - d. PAN Card number
    - e. Annual Reports for last three financial years
    - f. Audited financial statements for last three years
  - (ii) The applicant’s Kolkata office must have **Full Service Operations** including client servicing, creative, studio and production. In case of any misrepresentation in this regard, the applicant/s Earnest Money Deposit will be forfeited and will be liable for any legal or administrative action as deemed fit.
- c. Capacity judged on the basis of **annual turnover** across all the activities mentioned –

Attested copies of **audited balance sheets** for the last 3 fiscal years (2015-16, 2016-17 and 2017-18) with certificates from registered chartered accountancy firms **showing revenues of at least Rs.1,00,00,000/-** (Rupees One Crore) in each fiscal year *excluding revenues from media buying in any form including print, radio, television, Internet or hoardings*.
- d. Compliance with **regulatory requirements** – attested copies of DAVP empanelment, valid **INS Accreditation** and of **Income Tax Returns** for the last two assessment years.
- e. **Competence in all the promotional activities and sectors noted** in the campaign outlined on Pg. 1 of this document – testimonials and Work Order from at least two clients in each activity over the last two years i.e. 2016-17 and 2017-18.

**In case, a applicant does not meet the criteria for eligibility, his Technical/Creative Proposal will not be opened.**

- **Packed B – Technical / Creative Proposal**

The packet must be super scribed “**Packet B –Technical / Creative Proposal**” and must also bear the **name of the applicant.**

**Packet B must contain:**

- a. An illustrative overall campaign design including a specimen media plan. This should demonstrate an understanding of the characteristics of the jute industry and the issues facing it.
- b. Ideas on creation of a brand identity for Indian jute in both domestic & international markets.
- c. An illustrative component campaign demonstrating analytical familiarity with the marketing issues facing the jute industry and the capability for promotion of specific products.
- d. The Technical / Creative Proposal must take into account the illustrative list of promotional activities of NJB as detailed at **Annexure II.**

These ideas must be presented in a manner that demonstrates superior quality of creative acumen in both design and in copy matter. **Applicant may use any medium whatsoever of their choice for this purpose.**

Applicant will also be given the opportunity to make a presentation before the Evaluation Committee when their technical / creative proposals are opened.

**NOTE:** The applicants are advised to peruse the detail terms and conditions as given at **Annexure – IV** before submission of applications. In the event of selection, the agency must follow the terms and conditions and a declaration should be submitted along with the applications to this effect.

**Evaluation of the application:**

- After the evaluation of technical competence, NJB will intimate those agencies whose proposals did not meet the minimum qualifying 60 marks.
- NJB will also intimate those agencies who have secured the minimum qualifying mark.

All intending applicants are welcome to approach the offices of the NJB for any information / data about the jute industry that they may require for the purpose of formulating their bids.

Name and address of the offices of National Jute Board at Kolkata, New Delhi, Chennai and Hyderabad is enclosed at **Annexure-V.**

**Secretary  
National Jute Board**

**A FEW BASIC FACTS ABOUT THE INDIAN JUTE INDUSTRY AND NJB :**

- Average production of jute goods : 1567 thousand tons per annum
- Export of jute goods in:
  - 2013-14 : Rs.2122 Crore
  - 2014-15 : Rs.1814 Crore
  - 2015-16 : Rs.1892 Crore
  - 2016-17 : Rs.2074 Crore
  - 2017-18 : Rs.2158 Crore
- Average domestic consumption of jute goods : 1365 thousand tons per annum
- Ratio of domestic consumption to exports : 88% : 12%
- Average value of export of jute diversified products (JDPs) :Rs. 450 Crore per annum.
- Percentage of JDP export to total jute goods export : 23 %

The product profiles of Indian Jute Industry can broadly be classified as under:

- **Traditional:** Hessian, Sacking, Carpet Backing Cloth, Yarn & Twine.
- **Specialities:** Food Grade Jute Cloth / Bags, Jute Geotextiles, Jute Composites
- **Lifestyle Products:** Popularly known as Jute Diversified Products (JDPs): Hand & shopping/carry bags, Floorcoverings (Rugs / Durries / Mats & Mattings / Carpet), Decorative fabrics – Union / blended bleached / dyed / printed, home textiles, wall hangings, novelties & gift, handicrafts and may more.

**Brief of the National Jute Board (NJB) :**

National Jute Board (NJB) as an apex body of the Ministry of Textiles, Govt. of India is responsible for promotion of jute and jute products in India and abroad. It is established under National Jute Board Act, 2008 by merging two organisations namely Jute Manufactures Development Council (JMDC), a statutory body and National Centre for Jute Diversification (NCJD), an autonomous registered society, which came into effect from 1st April 2010. The Board of NJB comprises 34 members representing cross section of interests, viz. Govt. of India officials, Members of the Parliament, Senior officials of the State Governments, Head of R&D bodies, members representing manufacturers, exporters, decentralized sector of jute, etc. Its Head office is at Kolkata and it has 3 branch offices at Delhi, Hyderabad and Chennai.

NJB receives fund from the Government, as non-plan grant, against Collection of Cess on Jute Manufactures by Central Excise under Jute Manufactures Cess Act 1983. NJB utilises the fund for different functions as provided in Section 5 of the NJB Act. NJB has been established for the



development of the cultivation, manufacture and marketing of jute and jute products and for matters connected therewith and incidental thereto. NJB is mandated to undertake the following functions:

- i. evolve integrated approach to jute cultivation aimed at increasing the yield of jute and improving the quality thereon and promote production of better quality raw jute and jute products;
- ii. promote or undertake arrangements for better marketing and stabilisation of the prices of raw jute and Jute products and their standardization
- iii. suggest norms of efficiency for jute industry with a view to eliminating waste, obtaining optimum production, improving quality and reducing costs;
- iv. assist and encourage studies and research for improvement of processing, quality, techniques of grading and packaging; of raw jute and jute products;
- v. promote or undertake surveys or studies aimed at collection, compilation and formulation of statistics regarding raw jute and jute products and their dissemination;
- vi. promote the development of production of jute manufactures by increasing the efficiency and productivity and modernization of the jute industry;
- vii. maintain and improve existing markets and to develop new markets within the country and outside for jute manufactures and to devise marketing strategies in consonance with the demand for such manufactures in the domestic and international markets;
- viii. provide and create necessary infrastructural facilities and conditions conducive to the development of diversified jute products by way of assisting the entrepreneurs, artisans, craftsman, designers, manufacturers, exporters, non-governmental agencies for the purpose of promotion and development of jute and jute products;
- ix. incorporate measure for sustainable Human Resource Development of the jute sector and to provide necessary funds for the same;
- x. take steps to protect the interests of jute growers and workers and to promote their welfare by improving their livelihood avenues and to secure their better working conditions;
- xi. collaborate with any other body corporate for the purpose of promoting the jute sector or for promotion and marketing of jute and jute products in India and abroad.

Keeping in view the above spelt out activities, NJB has been engaged in implementation of activities related to product, process developments for both organized and decentralized sector and Market Development in consonance with following objectives:

- **PRODUCT DEVELOPMENT:**
  - Interaction with farmers and buyers for supply stability
  - Measures for crop protection when required
  - Development of new jute products through supported R&D
  - Standardisation of products Development of new designs for JDP
  - Facilitatory activities viz. Sponsoring Product Dev. initiatives / studies through Research Organisations, contesting Anti-Dumping Duty & Patent cases
  
- **PROCESS DEVELOPMENT (ORGANISED SECTOR)**
  - Development of productivity norms for the jute industry.
  - Total Quality Management exercise; to be replicated across the industry.
  - Machinery development.
  - Technology upgradation.
  - Training of workers and supervisors in mills.
  - Initiatives in workers' health and sanitation in mills
  
- **PROCESS DEVELOPMENT (DECENTRALISED SECTOR)**
  - Awareness generation
  - Orientation of Entrepreneurs, NGOs and SHGs
  - Providing inputs – financial and non-financial for entrepreneurship development
  - Training of Master Trainers and artisans for JDP
  - Design inputs for JDP units
  - Raw material linkages

## **MARKET DEVELOPMENT PROGRAMMES**

- Promotion of sale of consumer-oriented JDPs, Jute Fairs / Exhibitions in different parts of the country and abroad through exhibitions and fairs.
- Disseminating information and creating awareness about innovative jute products and their uses like jute geo-textiles, jute composite, food grade jute products, yarn, floor coverings, etc.
- Organizing workshops / seminars / jute meets, with active involvement of the jute entrepreneurs belonging to both informal and organized sector.
- Organising Jute Delegation and facilitate participation of jute goods manufacturers and/or exporters to overseas countries to promote jute products.
- Organising other promotional activities exclusively for promotion of jute geotextiles, which include regular interaction with the Border Roads Organisation (BRO), Irrigation &

Waterways, Department of States of Gujarat, Orissa and West Bengal, Eastern Railway, Northern Coalfields Ltd., National Hydro-electric Power Corporation (Sikkim), Public Works Department of the States of Jharkhand, Gujarat, West Bengal, etc..

- Running sales outlets 'Sonali' & others – The House of Jute Decoratives, providing an opportunity to prospective customers of jute products to be aware of the availability of the range of products available for sale for spot purchase.

Some of the important promotional schemes and programmes implemented by NJB are as follows:

1. Improved Cultivation and Retting Exercise (ICARE) for jute agriculture.
2. Schemes for Workers' Welfare in the Jute Sector:
  - a. Subsidy for sanitation through construction of Toilet Blocks for jute mill workers.
  - b. Scholarship scheme for Children of jute mill workers.
3. Incentive scheme for acquisition of plants and machinery.
4. Commercialisation of R&D activities
5. Retail Outlet Scheme
6. Export Market Development Assistance Scheme.
7. Jute Integrated Development Scheme
8. Jute Raw Material Bank Scheme
9. Common Facility Centre Scheme

**ILLUSTRATIVE LIST OF PROMOTIONAL ACTIVITIES /**  
**SCOPE OF WORK ENVISAGED**

The broad scope of work for the agencies to be empanelled to handle various image building, advertising and miscellaneous PR activities for all NJB offices (countrywide) is defined below

***Category I: Printing of Promotional product specific brochures***

- (i) Design, Creation, Concept and artwork.
- (ii) Production of 4-col positive & Progressive Proof.
- (iii) Adaptation (translation in Indian and foreign languages)
- (iv) Printing of brochures, leaflets, banners etc. Artwork, Composing. Design, Visualization, preparing of dummy, etc. of Brochures (Corporate/Product), Coffee Table Books and Annual Reports leading to high visibility content for brand building of NJB in English. Hindi and other languages.
- (v) Design and Visualization of Calendars including dummy, print-ready file on pendrive/DVD and supervision of printing, if required
- (vi) Production of Black & White positive.
- (vii) Printing of High Quality Flex, Supervision of Printing and Publishing Jobs

Any other item that needs to be taken into account for the job.

***Category II: Audio-Visual Presentation:***

**For Domestic/ National level / International fairs and exhibitions:**

- (i) Audio visual presentation – design, concept and production.
- (ii) Making/ Updation of Corporate/ Institutional / Product Video Film/ Multi-media including concept, treatment, script, shoot on SD/HD/Full HD
- (iii) Presentation showing both overall performance of the jute industry(incl.statistical information) as well as product specific promotional campaign showing the advantages of use of the specific product over other product of the same category.
- (iv) Mobile App, Social Media campaign for digital marketing for distribution amongst targeted audience giving statistical information, product specifications, international/national certifications and generic information on the jute industry as well as manufacturers of the specific product and their background. Importantly promoting jute in various media projects.
- (v) Promotional electronic devices giving details of designs and colour concepts of the particular product category.

**For Technical Events/Seminars/Workshops:**

- (i) Presentation showing both overall performance of the jute industry (incl. statistical information) as well as product specific promotional campaign showing the advantages of use of the specific product and its edge over other product of the same category.
- (ii) Standardization process achieved/due to be achieved.
- (iii) Certificates awarded by National/International agencies both for the product as well as the company/ies being promoted.

***Category III: Web/Internet:***

**Promotional Campaigns on other sites:**

- (i) Design banners/links to the home sites and other web portals / sites
- (ii) Design promotional advertisements in targeted sites, mobile apps, social media digital marketing
- (iii) Seek out through sites of business interest to the Board or the Board's deliverables.
- (iv) Advise the Board of the cost:benefit analysis of advertising in various campaigns.

***Category IV: Exhibitions/Seminars/Workshops.***

**National level fairs:**

- (i) Design concept of the Jute Pavilion including stall layout, drawings on professional software, design & detailing for each surface/poster, copy-writing, specifications for each item as per design and estimated cost for budgetary purposes printing of posters/ panels/ translates/ vinyl/ cut etc.
- (ii) Display arrangements of bromides, blowups, target products.
- (iii) Design & Planning of Theme Pavilion.
- (iv) Preparation / evaluation support of RFP (Request for Proposal) documents and BOQ depending on requirements.
- (v) Supervising the installation/commencing of the exhibition/ Fair.

**For International Level Fairs:**

- (i) Designing of Jute Pavilion
- (ii) Display arrangements
- (iii) Theme Pavilion-cum- reception measuring not less than 20 sq. mtrs.

***Category V: Advertisements for spots (both TV/radio), e-modes, hoardings, banners, mobile vans, etc.***

- (i) Designing, art work, creation, preparation and placement of all types of advertising (including NIT / Notice / EoI / Appointment / classifieds advertisements) also in respect of generic and product specific advertisements with an underlying message covering the jute fibre in general and product in specific. In all the media including newspaper, magazines, films, TV, radio, mobile apps, outdoor etc. in the chosen media mix.
- (ii) Design adaptation of the advertisement already created to suit size of publication including output on pen drive and printout
- (iii) Creating TV spots by adopting novel methods of conveying the message without the use of actors.
- (iv) Planning and implementing media campaigns in TVs, radio, cinema theaters, hoardings, banners, newspapers, magazines, etc both fair specific and generic in nature.
- (v) Planning and implementing rural media campaigns for the jute growing states for creating awareness for the rural mass/growers/distributor and others through television, cable networks, social media and other media aids.
- (vi) Industrial Photography, Creation of 2D and 3D animations, Designing of Logos

***Category VI: PR jobs as assigned to the agency from time to time.***

- a. Designing of Mementos
- b. Public relation activities involving media relations within India and abroad
- c. Mobilization of press members for conferences and seminars as well as various promotional campaigns of the Board.
- d. Selecting and short-listing marketing agencies for specific products as well as events of the Board in Indian as well as international arena as and when called.
- e. Selecting specific sites for sale of consumer products in Indian markets.
- f. Dispatch of mailers to members, international buying houses, trade commissions, etc. and to follow-up.

Note : Any other work related to the above but not specifically defined, may also form part of the scope as per requirement

**CRITERIA FOR EVALUATION OF THE TECHNICAL / CREATIVE BIDS**

<b>1.</b>	<b>Suggested Marking System</b>	<b>Total Marks</b>	<b>Marks Scored</b>
	<b><u>Technical / Creative bid Evaluation</u></b>		
i.	Creative - design	15	
ii.	Creative – message / copy	15	
iii.	Campaign design including media approach recommendations.	10	
iv.	Branding ideas	10	
v.	Competence across all media and activities	10	
vi.	Experience i.e. past or current campaigns in brand-building and addressing multiple audiences	10	
vii.	Illustrative component campaign demonstrating analytical familiarity with the marketing issues facing the jute industry and capability for promotion of specific products	10	
viii.	No. of Work Order received on Similar jobs and proof of completion in last 3 years.	20	
	<b>Total: Marks for Technical Evaluation.</b>	<b>100</b>	

**Terms and Conditions for Agencies empanelled with NJB**

**“Multi-Media Creative Agencies are those agencies which specialize and execute the production of Creatives for the Print Media, Audio-Visual Media, Exhibitions, Out Door Publicity and Printed Publicity”**

*In the terms and conditions NJB stands for National Jute Board.*

**1. General**

- a. The agencies will abide by the terms and conditions laid down herewith and any other condition prescribed by NJB from time to time in fulfillment of its objective of serving the Industry stakeholders, Ministries of the Government of India.
- b. Advertising agency service should be available all the time as and when required by National Jute Board. In emergency, the agency's service is a must even on Saturdays/ Sundays and holidays.
- c. The scope of work of the empanelled agencies will be as illustrated at Annexure-II and also as indicated at the last page of this Terms and Conditions. The list of the empanelled Multi-Media creative agencies shall be circulated to the Industry stakeholders, Ministries of the Government of India, who shall be free to invite these empanelled agencies on a limited tender basis, whenever such a need arises to hire the agencies for a turnkey creative multi-media campaign.
- d. The advertisements and other creative work so produced in consultation with the client NJB would be released only at DAVP rate, wherever applicable, to the Print and other Publicity media.
- e. The copy of advertisement for classified/ display tender and for appointment will be issued to the empanelled agencies for publication on rotation by allotting Sl. Nos. to orders, so that all empanelment agencies will get equal opportunity.
- f. In case of non-acceptance of advertisement order, the same will be given to the next agency as per rotation. Refusal/ inability of an agency to release advertisements on three occasions may result in forfeiture of security deposit and removal from the panel.
- g. The agency needs to attend Marketing Team/ other Dept. to collect the advertisements within three hours' intimation.
- h. The advertisement bills should be sent to National Jute Board along with original bills of the newspapers, along with the photo copies of Rate Card, Service Registration No. and GST Registration no. etc.
- i. Works for exhibition, printing, audio-visual production etc. will be awarded after calling limited tenders from all the empanelled agencies.



- j. Payment will be made within 30 days from the date of receipt of bills with enclosures provided all necessary papers are in order and satisfactory completion of work.
- k. The agency should send confirmation of publication of advertisement in the newspapers within 3 days to National Jute Board.
- l. If the agency fails to observe the time limit prescribed by National Jute Board for publication of the advertisements without adequate justification, no bills will be entertained for such delayed advertisement and also action may be taken as deemed fit as per terms and conditions of the contract.
- m. Charges for jobs other than press advertisement like printing, exhibitions, hoardings, video films, preparing commercials/ TV spots/ Radio jingle etc. will be decided on competitive bidding basis.
- n. The agencies will not be paid for translation of material from English to Hindi or to any other Indian languages, if required. In case of publication of corrigendum due to wrong translation/ missing/ wrong text by the agency, the cost of re-publication will be borne by the advertising agencies themselves.
- o. For all advertisements including NITs in newspapers, no charges will be paid for design and supply of art pulls/ photocopies.
- p. The agency will not be paid for design in case of advertisement campaign is launched through them.
- q. National Jute Board will retain the absolute copyright and all such related rights including and not limited to rights for adaptations / translation, reproduction, alteration and archiving without any restriction of time period to all such creatives and their inputs which might be produced by the agency for executing a work and such creatives could be used in any such future campaigns that NJB may consider appropriate.
- r. The empanelled agencies by agreeing to these Terms and Conditions shall be liable to for penalty as per the terms of this contract in the event of their failing to adhere to them.
- s. The agency also agrees to abide by any other terms and conditions to be prescribed by the Secretary: NJB in future.

## **2. Manner of Employment:**

- a. National Jute Board shall hire / employ the services of only such agencies empanelled by DAVP for any of their Multi-Media Creative Production.
- b. Charges for jobs other than press advertisement like printing, exhibitions, hoardings, video films, preparing commercials/ TV spots/ Radio jingle etc. will be decided on competitive bidding basis.
- c. National Jute Board shall invite the empanelled agencies on a limited tender two bid process – a technical and financial tender – for procuring the services of the agencies.

- d. All empanelled agencies will be requested to provide creative / artwork for building pavilions/ stalls as per the requirement. The agencies whose creative will be selected will be awarded the job of supervision @ 2% of the contract value.
- e. For other activities of promotional nature including preparing artwork/creative of publicity materials, the empanelled agencies will be requested to forward their designs/ creatives. Empanelled agencies whose creatives are selected would be compensated at the mutually agreed rate depending on the volume and the quality of the specific job..

### **3. Release of the Advertisement:**

The advertisements and other creative work so produced in consultation with the client NJB would be released only at DAVP rate, wherever applicable, to the Print and other Publicity media.

### **4. Payment Schedule**

- a. The advertisement bills should be sent to National Jute Board along with original bills of the newspapers, along with the photo copies of Rate Card, Service Registration No. and GST Registration no. , PFMS etc.
- b. The Bills towards deliverables mentioned in the Work Order should be sent to National Jute Board along with Photograph, copy of the brochure, Joint Verification Certificate, PFMS details, Service Registration No. and GST Registration no.etc.
- c. Payment will be made within 30 days from the date of receipt of bills with enclosures provided all necessary papers are in order and the job is completed satisfactorily.

### **5. Territory**

The Agency shall provide all such services described above for promotion of Indian Jute in India and abroad. The Agency shall arrange international inputs and advertising through its international affiliates, if required, on terms to be agreed separately.

### **6. Conflict of Interest**

National Jute Board requires that the Agency provide professional, objective and impartial advice and at all times hold NJB's interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work.

### **7. Confidentiality**

Confidentiality shall be maintained for the information relating to the examination, clarification and comparison of the proposal. Violation of this clause may result in the rejection of the proposal.

### **8. Approvals**

The Agency shall seek written approval of all visuals, artworks, copy, scripts, etc. and the Agency shall not proceed further with any work until approval of related documents by NJB.

Both, National Jute Board and the Agency, shall communicate to each other the names of officials authorized to sign various documents or grant approvals under the agreement.

## **9. Records**

The Agency shall maintain all layouts, artworks, copy, negatives, tapes, bills vouchers, etc. for duration of the contract period and then submit the same to the National Jute Board.

## **10. Fraud & Corruption**

National Jute Board requires that Agency / ies selected for the particular Campaign must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, National Jute Board defines, for the purposes of this provision, the terms set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NJB or any personnel of Agencies in contract executions.
2. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to National Jute Board and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive National Jute Board or the benefits of free and open competition;
3. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope or Work which was given by the National Jute Board.
4. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution contract.

## **11. Standards of Performance**

- i. The Agency shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to National Jute Board. The Agency shall always support and safeguard the legitimate interests of NJB in dealings with the third party. The Consultant/Agency shall abide by all the provisions/Acts/Rules etc. of National Jute Board. The Agency shall conform to the standards laid down in Multimedia Campaign Proposal Details in totality.
- ii. All submissions made by the Agency after the award of contract must be countersigned by the Head – Creative of the Agency.

## **12. Delivery and Documents**

Activities of urgent in nature must be expedited immediately as and when sought depending on requirement of NJB, failing to execute may lead penalty which is to be decided by NJB. If the delay is beyond one week then NJB may rescind the contract and shall be free to get it done from other Agencies at the risk and costs of the appointed agencies. The Agency shall not without NJB's prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples

to any person other than an entity authorized by the National Jute Board for the performance of the Contract. In case of termination of the Contract all the documents used by Agency in the execution of project shall become property of National Jute Board.

### **13. Agency Personnel**

The Agency shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by National Jute Board and it is desirable from the Agency to deploy the personnel, who have adequate experience in the domain related with the project. The Agency shall give proof of the status of its regular employee's status or contractual staff and its creative team on a regular basis to National Jute Board during such period of the time of contract. The Agency shall not change the team deployed for the work without due intimation to NJB.

### **14. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India.

### **15. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify National Jute Board from all actions, cost, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, National Jute Board shall be defended in the defense of any proceedings which may be brought in that connection.

### **16. Copyrights**

Copyrights and other intellectual property rights in all materials, ideas and work or any kind generated by the activities of the Agency performed here under shall vest in National Jute Board, to the extent copyright belongs to the Agency, provided that National Jute Board has paid the Agency for its services. The copyright and other intellectual property rights in all material, ideas, artwork etc will be property of National Jute Board and for which archive / library will be maintained.

### **17. Waiver**

The failure of either party at any time to enforce any provision of these Terms and Conditions, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches.

## **18. Notices**

Any notice or notices under these terms and conditions shall be deemed to be properly served, if they are sent to the addresses mentioned hereinabove by courier service or registered mail.

## **19. Survival of Terms**

The provisions of Articles 5, 15, 16 and 20 of this Terms and Conditions shall survive the expiry or termination or the Agreement.

## **20. Indemnity**

The Agency shall indemnify and keep National Jute Board indemnified from and against all claims, suits and demands due to injury to or death of any person and / or loss or damage caused or suffered to property under or belonging to the National Jute Board, its agents or employees or third party as a result of any acts done or omitted to be done by the Agency or as a result on the part of Agency to perform any of its obligations under this agreement or on the failure of the Agency to perform any of its duties and / or obligations including good industry practices.

## **21. Assignments**

The Agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the NJB's authorized representative's prior written consent.

## **22. Performance Assessment**

- i. If during execution of the Project, following problems are found, then the job will be allotted to next empanelled agency in the roaster/ agency qualified under limited tender process.
  - a) Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
  - b) Delays in deliverables
  - c) Not assigning adequate resources in time
  - d) Not engaging resources on a dedicated basis, even when required
  - e) Assigning resources that do not meet the NJB's requirements as per the approved time schedule or the quality of deliverable.
- ii. Every Quarterly performance will be evaluated, if found not satisfactory, the contract may be terminated within 15 day notice. NJB may debar the Agencies for applying in its future empanelment also.

## **23. Termination**

Under these terms and conditions, National Jute Board may, by written notice terminate the Agency in the following ways –

- a) Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non adherence to time schedule.
- b) Termination for Convenience in whole or in part thereof, at any time

- c) Termination for Insolvency if the Agency becomes bankrupt or otherwise insolvent. In all the three cases termination shall be executed by giving written notice to the Agency. No consequential damages shall be payable to the Agency in the event of such termination.

#### **24. Force Majeure**

“Force Majeure” means an event beyond the control of the Agency and not involving the Agency’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the NJB, regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify to NJB in writing, of such conditions and the cause thereof. Unless otherwise directed by NJB in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **25. Resolution of Disputes**

If any dispute arises between parties, then there would be following two ways for resolution of the dispute under the Contract.

##### **a) Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however, at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause ‘Resolution of Disputes’ of these General Condition of Contract shall become applicable.

##### **b) Arbitration**

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to a sole arbitrator to be nominated by the Secretary, National Jute Board.

#### **26. Taxes and Duties**

The Agency shall fully familiarize themselves about the applicable Domestic taxes on amount payable by NJB under the contract. The Agency, sub Agency and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

## **27. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Kolkata, India only.

## **28. Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this Terms and Conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Agreement.

## **29. Audit**

National Jute Board shall be entitled to conduct audits, on the appointed Service Provider (name of the agency) whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made by the said audit Service Provider in conjunction with the Services performed for National Jute Board. The audit will cover strategy and cost of implementing the communication programmes and value derived thereof. The service provider agency shall extend full cooperation to the duly appointed auditor.

### **Scope of work of Creative Agencies**(may also be read with as detailed at **Annexure - II**)

1. Creation of Logo and Tagline for the Campaign
2. Developing Creative for print media (design, lay out, copy writing and colour scheme).
3. Adaptation of creative in regional and foreign languages according to regional cultural background.
4. Translation of printed creatives in regional and foreign languages (without adaptation).
5. Adaptation of creatives for Outdoor Publicity and Exhibition.
6. Cover design and text layout for printed publicity.
7. Production of Audio visual spots and Radio spots.

**NAME AND ADDRESS OF THE NATIONAL JUTE BOARD.**

**KOLKATA:**

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