

## Technical Bid Document

### Name of the Project:

**A. DOCUMENT FOR EMPANELMENT OF ADVERTISING AGENCIES FOR  
UNDERTAKING VARIOUS ADVERTISING JOBS FOR  
POLLUTION CONTROL BOARD, ASSAM  
DURING THE YEAR, 2024-2025 and 2025-2026**

Tender reference No. **PR-22/2/2024-PR-PCBA**  
Guwahati the 24<sup>th</sup> December, 2024

**COST OF TENDER DOCUMENT - RS.1000/- (Non-refundable)**

Sd/-

**Kanteswar kalita**  
Sr. Planning and Research Officer  
Guwahati - 21

E-mail: [membersecretary@pcbassam.org](mailto:membersecretary@pcbassam.org) [pr@pcbassam.org](mailto:pr@pcbassam.org)

To  
The Member Secretary  
Pollution Control Board, Assam  
Bamunimaidam, Guwahati-21

Date:

Sub: Technical Bid Submission- Reg.

Ref: EoI Invitation No.....

Dtd.

**Sir,**

With reference to the above-mentioned EoI Invitation, I hereby submit the Technical Bid for Empanelment to carry out various advertising jobs for PCBA along with the following documents:

1. Bank Draft No..... for Rs..... (in words) as the cost of the document.
2. Bank Draft No. .... for Rs..... (in words) as the Earnest Money Deposit (EMD).
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Thank you.

Yours sincerely,

[ Name]

[ Designation]

[Company Name]

[Contact Information]

## Technical Bid Document for empanelment of Advertising Agencies for PCBA

### 1) Scope of work

- Release of Advertisement / Tender notices in different Newspapers on the specific date as accorded by this office after designing and formatting suitably in a specific space in English, Hindi, Local languages. The script to be translated in one language to other languages by the agency.
- Dissemination of Advertisement / Television Commercial / Radio Jingle in different Television Channels / Radio stations on the specific date as accorded by this office
- The Board does not guarantee any definite volume of work or any particular pattern of service at any time or throughout or during the concurrency of the empanelment. The mere mention of any item of work in this contract does not by itself confer a right and / or confirm any right to the agency / contractor to demand that the work / services relating to the present contract should necessarily or exclusively be entrusted to the party.

### 2) Phase -I: Eligibility Criteria

- The Agency must be incorporated & registered in India, under the Indian Companies Act/Societies Registration Act/Trust Act/ any other Act in India and should be in operations in India for minimum of 05 years.
- The registered office of the firm should be in Guwahati, Assam with state-of-the-art infrastructure and qualified personnel.
- Annual Turnover of the Agency must be minimum Rs.2,00,00,000 (Rupees Two Cores) only for last 3 financial years.
- The bidder must be in possession of valid PAN, GSTIN, Trade License, Labour License, MSME Registration. Documentary evidence should be attached.
- The bidder must have EPF and ESIC Registration Certificate. Documentary evidence should be attached.
- The Bidder should have in-house qualified manpower consisting of commercial artists & graphic designers, media planning team to facilitate media strategy, planning, scheduling and buying in print, television, radio and online platform etc. and should have adequate infrastructure to take up assignments on its own.
- The bidder must have currently empanelled with minimum 3 Numbers of Govt. / Semi Govt. / Public sector undertakings.
- The Bidder must have completed at least 1 Print / Electronic media campaign of minimum value of Rs. 20 lakhs in the last five financial years in any Govt. / Semi Govt. / Public sector undertakings.
- The Bidder should not have been blacklisted by any PSU/Govt Dept in doing business with them. (Please submit declaration)

- Preference will be given to firms registered with DAVP(BOC), Prasar Bharati and accredited with INS.

### 3. Tenure of Contract

Bidder selected for job will be engaged initially for the remaining period of financial year 2024-2025 and the financial year 2025-2026. However, the competent authority in PCBA, may at the discretion, allow extension of the tenure of contract up to two spells of one (1) year each subject to satisfactory performance of the party / firm.

### 4. Earnest Money Deposit (EMD) / Security Deposit

An Earnest Money Deposit (EMD) amounting to Rs.10,000/- (Rupees ten thousand) only in the form of Demand Draft or Banker's Cheque drawn in favour of **Member Secretary, PCBA payable at Guwahati** is required to be submitted in a separate envelope super scribed as **"EARNEST MONEY" for Empanelment of Agencies for Undertaking Various Advertising Jobs for PCBA**. The EMD is liable to be refunded to the unsuccessful bidders after conclusion of the tendering process. No claim in regard to interest or liability will be entertained against EMD. However, the EMD of successful bidder shall be kept as security deposit and the same amount shall be refunded to the party at the end of the contract period.

### 5. Phase -II: Evaluation of Technical Bids

1. In this part the technical bid of only those agencies will considered who have qualified the Phase - I, i.e. Eligibility Criteria, for evaluation.
2. The technical bid will be analyzed and evaluated on the parameters shown in the table below and the marks shall be assigned to each bid as per following evaluation matrix:-
3. Minimum marks to be obtained in Technical Bidding part by a bidder to qualify for opening of his/her Financial Proposal is - 70 points out of total 100 points as per evaluation matrix table.

### Evaluation Matrix Table

Sl. No.	Evaluation Criteria	Maximum Marks Allotted
1.	<b>Number of years of operation</b> (i) 05-10 years: - 5 marks (ii) More than 10 years: - 10 marks	10
2.	<b>Financial Strength: Annual turnover in last three financial years</b> (i) 2 Crore to 5 Crore: - 05 Marks (ii) More than 5 Crore: -10 Marks ( Enclose CA Certificate along with Audited Profit & Loss Statement)	10
3.	<b>Value of single Print /Electronic media campaign completed in the last five financial years in any Govt./ Semi Govt./PSUs</b> (i) 20 lakhs to 50 lakhs: - 05 marks (ii) More than 50 lakhs: - 10 marks	10
4.	<b>Number of Govt./ Semi Govt./ Public sector undertakings/ client currently empanelled.</b> (i) 3 to 10 nos.: - 05 marks (ii) More than 10 nos.: - 10 marks	10
5.	<b>Registered /Empanelled with DAVP(BOC)/DIPR</b>	10
6.	<b>Presentation</b> (a) Presentation on past relevant work done with photos, testimonials etc.: <div style="text-align: right;">- 25 marks</div> (b) Presentation detailing the proposed comprehensive Event Management Strategy including approach, methodology and work plan samples (photos, drawings, animation, videos) and ideas of proposed Decorative Designs, Furniture, items etc including ideas: <div style="text-align: right;">- 25 marks</div>	50
<b>Total:</b>		<b>100</b>

- **Minimum qualification marks in the technical evaluation is 70 % of the total score to qualify for financial evaluation.**

To  
The Member Secretary  
Pollution Control Board, Assam  
Bamunimaidam, Guwahati-21

Date:

Sub: Financial Bid Submission- Reg.

Ref: EoI Invitation No.

Dtd.

**Sir,**

With reference to the above-mentioned EoI Invitation, I hereby submit the Financial Bid for Empanelment to carry out the various advertising jobs of PCBA

Thank you.

Yours sincerely,

[ Name]

[ Designation]

[Company Name]

[Contact Information]

## 6. Evaluation of Bids

### (i) Selection Criteria: Quality (weightage 70%) cum Cost (weightage 30 %) based selection (QCBS @ 80: 20)

For the selection of part, the technical specifications of the proposal submitted will be given weightage of 70 % and the financial specifications i.e. rates of the items will be given 30% weightage. The agencies who qualify technically (minimum qualifying marks 70 %) their financial proposals will only be opened and the agencies obtained less than 70% marks in technical bidding part shall be rejected as disqualified. In the financial proposal, the lowest cost / bid value may be given a financial score of 100 and the other proposals will be given financial score that are inversely proportional to their value. For working out the combined score, PCBA will use the following formula:

#### **Total points = T (w) x T(s) + F (w) x F (s), where**

$$F(s) = \{(LEC/EC) \times 100\}$$

T (w) = weight of technical score which is 0.7

T(s) = technical score obtained by the bidder

F (w) = weight of financial proposal i.e. 0.3

F(s) = financial score of the financial proposal obtained by the bidder.

LEC = Lowest evaluated cost of the financial proposal.

EC = Evaluated cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

In the event of a tie, the bids with the highest technical score will be rated as the best bid. Beyond that, the Board's Authority will decide the matter in its full discretion. The **Board is not bound to accept the lowest rates** and may reject any or all tenders without assigning any reason thereof. The decision of the Bid Evaluation Committee (BEC) / Tender Committee (TC) will be final and binding to all in this regard.

The Authority reserves the right to modify the evaluation process at any time during the bid process, through a pre-bid meeting discussion. At any time during the process of evaluation, the Authority may seek specific clarifications from any or all bidders.

However, the bidders who do not meet the eligibility criteria, their technical specifications shall not be opened. In case of the bidder who does not qualify technical specifications, their financial proposal shall not be opened.

The Authority shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that bidder

is determined to be qualified to perform the contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

## **7. Other Terms and Conditions**

- i. Rate should be quoted inclusive of all taxes and logistic expenses.
- ii. Rate should be quoted both in words and figures against each item and any correction should be attested.
- iii. Documents are not transferable and the original papers should be enclosed along with the bid.
- iv. The applicable taxes & duties etc., will be deducted at source at the time of making payment.
- v. The Authority reserves the right to accept or reject any order/quotation(s) without assigning any reason thereof and is not bound to accept the lowest rate.
- vi. The Pollution Control Board, Assam, if deems fit, reserves the right to invite any bidder for negotiation on the basis of minimum fixed rates.
  - vii. It is mandatory to put signature of the authorised signatory with seal at the end of the every page of the bid document.
  - viii. In case of any dispute/litigation, the matter will be heard in the jurisdiction of Gauhati.
- ix. No quotation will be treated as valid unless it is submitted as per conditions laid.

## **8. Award Criteria**

- a. The responsive empanelled bidder quoting the lowest evaluated rate against the work shall be awarded the work.

## **9. Sub-contract**

The Agency empanelled shall not sub-contract the award or any part of it under any circumstances, which is not acceptable.

## **10. Delay in Agency's Performance**

Delivery of the performance of the Services shall be made by the empanelled agency in accordance with the provisions stipulated in the terms and conditions.

If at any time during performance of the Contract, the empanelled agency or its representative should encounter conditions impeding timely delivery of the performance



of Services, the Agency shall promptly notify the PCBA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Agencies notice, the PCBA shall evaluate the situation and may, at its discretion, extend the Agency time for performance with or without liquidated damages.

## **11. Force Majeure**

The empanelled agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent, that is delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure. For purpose of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the agencies fault or negligence and not foreseeable.

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

## **12. Termination for Default**

The PCBA may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the empanelled agency, terminate the Contract in whole or part of it:

- a. If the Agency fails to deliver any or all of the services within the period(s) specified in the Contract/Work Order , or within any extension thereof granted by the PCBA;

**OR**

- b. If the Agency fails to perform any other obligation(s) under the Contract.
- c. If the Agency, in the judgment of the PCBA has engaged in fraud and corruption.

In the event the PCBA terminates the Contract in whole or in part, the PCBA may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Agency shall be liable to the PCBA/Purchaser for any excess costs for such similar services. However, the empanelled agency shall continue the performance of the Contract to the extent not terminated.

## **13. Termination for Insolvency**

The PCBA may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In this event, termination shall be

without any compensation to the Agency.

## 14. Termination for Convenience

The PCBA, by written notice sent to the empanelled agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the PCBA's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.

In such event, payment for the services that are already made and accepted by the PCBA shall be made at the Contract terms and prices.

## 15. Settlement of Disputes

The PCBA and the empanelled agency shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with the Contract.

If, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the PCBA or the empanelled agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given in writing.

Arbitration proceedings shall be conducted in accordance with the Acts and rules of procedure interpreted in accordance with the laws of the Union of India, including the Arbitration and Conciliation Act as amended till date and within the Jurisdiction of Guwahati.

Arbitration proceedings shall be held at Guwahati, Assam, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Sd/

**Kanteswar kalita**  
Sr. Planning and Research Officer  
Bamunimaidam, Guwahati - 21