



**KOCHI METRO RAIL LIMITED**  
**Request For Proposal [RFP] for**  
**Empanelment of Advertising Agencies**  
**for**  
**Kochi Metro Rail Limited**  
**2016**

**Corporate Communications Department**

8<sup>th</sup> Floor,  
Revenue Tower ,  
Park Avenue,  
Kochi-682011

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### **SCHEDULE OF RFP (Request for Proposal)**

1.	Name of Work	Request for Proposal [RFP] for Empanelment of Advertising Agencies for Kochi Metro Rail Limited
2.	Registration Fees (Non- refundable)	Rs.5000/- in the form of Demand Draft (DD) from Scheduled / Nationalized Bank
3.	Period of contract	Two years
4.	Last date & time of submission of Bids	28 <sup>th</sup> Jan 2016 upto 14:00 hrs.
5.	Date & time of opening of Technical bids	28 <sup>th</sup> Jan 2016 upto 15:00 hrs.

## **KOCHI METRO RAIL LIMITED**

**[Corporate Communications Department]**

# **Tender Notice**

**For Empanelment of Advertising Agencies for**

**Kochi Metro Rail Limited 2016**

Jt. General Manager (CC), Kochi Metro Rail Limited on behalf of Managing Director, KMRL invites applications from advertising agencies for empanelment for the scope of work mentioned in the tender document.

Kochi Metro Rail Limited (KMRL) will be carrying out publicity campaigns at Local, National and International level. The Advertising Agencies will be required to give inputs in terms of creative, editorials, visuals etc. to create the campaign for various print and electronic media including TV, Print, Radio, Outdoor, Internet, Conferences, Exhibitions, Stalls etc. Accordingly KMRL intends to empanel result oriented, professionally managed and competent advertising agencies fully accredited with INS not having any NOD issued by INS in the last three years, having a good track record, not having any consistent underperformances for undertaking various PR/Advertisement jobs at its Corporate Headquarters(CHQ). KMRL may spend annually about 20-25 lakh on advertising for publicity, appointment/Expression of Interest/tender notice Ads etc.

Bids are invited from fully INS Accredited Advertising Agencies

for the empanelment of advertising agencies for development of creative, designs, TV scripts, outdoor campaigns and other publicity methods through different vehicles of publicity.

The agencies shall be of repute with enough experience and competence to deliver the requisite inputs at short notices and shall meet the technical requirements as mentioned in the tender document. The Agencies who apply for this work should fulfill the following criteria:

- i. Agency must be in business for the last 3 years, having total average turn not less than 75 lakhs during the financial year 2012-13 ,2013-14 and 2014-15. (The turnover certificate shall be duly signed by the Chartered Accountant and shall be attached.
- ii. The Agency should be fully accredited with INS for the last 3 years and no NOD (Notice of Dis-accreditation) should have been issued by the INS during last 3 years. A certificate duly signed by the Chartered Accountant shall be attached.
- iii. The Agency shall have an Office with sufficient manpower, i.e. more than 10 persons, shall be in City of KMRL. i.e. Ernakulam. A certificate duly signed by Chartered Accountant shall be attached.
- iv. The agency shall be registered with the competent authority for VAT and Service Tax, etc. A certificate duly signed by the Chartered accountant shall be attached.
- v. The agency shall have reputed clients with national presence. A list of clients duly attested by Chartered Accountant shall be attached.

Agencies fulfilling the above criteria should download the Tender document from our website [www.kochimetro.org](http://www.kochimetro.org) from 11<sup>th</sup> January 2016, 16:00 hrs. The registration fee (non refundable) to be in the form of a Demand Draft in favour of Kochi Metro Rail Limited payable at Kochi, should be also submitted along with the

applications. The selected agencies shall furnish an security deposit of Rs.50,000/- (Fifty Thousand Only)

Tenders not in the prescribed format and not containing the desired information will be rejected without any notice.

The sealed tender superscribed 'Empanelment of Advertising Agencies' should reach the Office of Jt.GM(CC) on or before 28<sup>th</sup> Jan, 2016 upto 1400 hrs. positively and the same shall be dropped in the Tender Box kept for this purpose in the office of Jt.GM(CC) (after which no proposal will be accepted).

The proposals submitted by the agencies will be opened be on 28<sup>th</sup> Jan 2016 at 15:00 hrs. in the 8<sup>th</sup> Floor, Conference Hall of KMRL office by the approved committee. The Agencies who wish to attend may be present at the venue. Thereafter, the technically qualified agencies will be called for the presentation before the committee. The Theme of presentation shall be "Projection of KMRL, its works, achievements in a cost effective manner and in prominent way through social media and other innovative media. Highlight & workout two / three options. Also develop three designs of advertisement on KMRL branding and image building". A CD presentation alongwith a hard-copy is to be submitted along with the 'Offer Document'. The maximum time allowed will be 20 minutes. The date, time and venue of presentation will be informed separately.

KMRL reserves the right to reject/cancel the tender at any time without assigning any reason. No correspondence in this regard shall be entertained.

The draft agreement is only indicative and may undergo changes as per the absolute discretion of the Authority (KMRL). However no clarifications will be issued on the draft agreement.

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**KOCHI METRO RAIL LIMITED**  
**[Corporate Communications Department]**

**Tender Document**  
**For**  
**Empanelment of Advertising Agencies**  
**2016**  
**[No.KMRL/MDS/SR.MGR(CC)/2015/670]**

Registration Fees	: Rs.5000/- in the form of a Demand Draft in favor of Kochi Metro rail Limited, Kochi.
Last date & time of submission of Bids	:28th Jan 2016 upto 14:00 hrs.
Security Deposit	: Rs.50,000

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**1.0 Introduction :**

Kochi Metro Rail Limited (“KMRL”), a joint venture company set up by the Government of India (“GoI”) and the Government of Kerala (“GoK”), is responsible for execution of a Metro Rail System project in the city of Kochi in the state of Kerala. KMRL is also responsible for integration of all modes of public transport, pedestrian facilities and non-motorised modes of transport with the Metro Rail System in Kochi (the “Project”).

**2.0 Procedure for Empanelment**

- a) “Tender Document” can be downloaded from KMRL’s Website <http://www.kochimetro.org> free of cost.

- b) Complete documents as requisitioned in the tender document, duly super scribed as “Expression of Interest for Empanelment of Advertising Agency” for Kochi Metro Rail Limited shall be submitted on or before 28th Jan, 2016 upto 14:00 hrs in the office of Jt.GM(CC), 8<sup>th</sup> Floor, Revenue Tower,Park Avenue,Kochi – 682011.
- c) The offers will be evaluated thereafter based on the Evaluation Criteria at Para 4 & 5 of this document. The entire submission of documents along with relevant support sheets of A4 Size should be properly spiral bound, each page duly serial numbered, and all the pages duly signed by the authorized signatory with company’s seal. No loose / separate sheets will be accepted. Information flow should be strictly as per the Form-II/Data Sheet provided and no deviation shall be entertained. Deviation may attract rejection of the application without assigning any reason.
- d) The proposals submitted by the agencies will be opened on 28<sup>th</sup> Jan, 2016 upto 15:00 hrs in the 8<sup>th</sup> Floor,Conference Hall of KMRL office by the approved committee members. The agencies who wish to attend may be present at the venue.

### 3.0 Duration of Empanelment

The term of empanelment shall be for a period of Two year extendable by another one year depending on the performance of the Advertising Agencies. KMRL however, reserves the right to take a final decision on this.

### 4.0 Qualifying / Eligibility Criteria :

- 4.1 An agency, not meeting any one of the following criteria shall be summarily rejected and shall not be considered for evaluation. Documentary evidence in this regard and a certificate duly signed by Chartered Accountant shall be given

for correctness of the information. Canvassing in any form will attract disqualification.

- i. Agency must be in business for the last 3 years, having total average turnover not less than 75 lac, during the financial year 2012-13 and 2013-14, 2014-15 (audited figures).
- ii. The Agency should be fully accredited with INS for the last 3 years and no NOD (Notice of Dis-accreditation) should have been issued by the INS during last 3 years. A certificate duly signed by Chartered Accountant shall be attached.
- iii. The Company should have an office with sufficient manpower in Kochi City.
- iv. The agency shall be registered with the competent authority for VAT and Service Tax, etc. A certificate duly signed by the Chartered accountant shall be attached.
- v. The agency shall have reputed clients with national presence both Government and Corporate sectors. A list of clients duly attested by Chartered Accountant shall be attached.

#### 4.2 -DELETED-

#### 4.3 -DELETED-

4.4 Proven Experience in Advertising and other PR assignments i.e. release of NIT, Recruitment Ads, Classified Ads, corporate campaigns etc. proof to be attached as part of the Data Sheet for evaluation as given in the tender document.



5.0 Evaluation criteria : The process of Empanelment shall be as follows:

5.1.All the applications will be scrutinized to assess their eligibility based on the “Eligibility Criteria” as mentioned at para 4. The offers not meeting the said criteria shall be summarily rejected.

5.2.All the eligible applications will be evaluated based on the ‘Parameters’, referred in para 4.1 – 4.4 and as per the format given in the Data Sheet (Form-II). The evaluation criteria is summarized in the Data Sheet for evaluation, in the tender document.

5.3.The short listed agencies will have to give a presentation on the topic “INTEGRATED TRANSPORTATION FOR KOCHI”which carries 60 marks.

5.4The minimum qualifying marks are 70 out of 100.The data sheet is enclosed in the tender document.

## 6.0 Scope Of Work :

The scope of work for empanelment of agencies is defined at Annexure-I. Any other work related to corporate publicity, media campaign, printing, event management etc. will also form part of the scope of work which may be decided on time to time basis by KMRL.

## 7.0Submission of ‘Tender ’

7.1The agency shall submit following documents along with the ‘Tender’ .

- i. Proposal for empanelment – The Form I
- ii. Particulars required for empanelment of Advertising Agencies – the Form II.
- iii. Certificate duly signed by the Chartered Accountant & Authorised Signatory incorporating all the

parameters mentioned in the tender document at various clauses. The enclosed Certificate(Form 1) is only a sample.

7.2.All the documents shall be complete in all respect, duly supported by the relevant attachments mentioned therein and shall be cross referenced for the relevant criteria in the tender document

#### 8.0 Job Allocation/Mode of Release of Payment /Bills & Payments by KMRL and other terms and conditions are as follows:

8.1.The empanelled agencies will be required to offer services for routine advertisement releases and other PR jobs at CHQ (Corporate Head Quarters). In the event of specific launch of a media campaign or other such jobs KMRL may contact any or all empanelled agencies for creative options and distribute the creative so developed amongst one or more agencies for further release of the same in the Print/Electronic Media. The designs/creatives developed by the agencies shall be the property of KMRL.

The services of Empanelled Agency may also be utilized for designing and printing of other publicity materials such as posters, calendars, stickers, invitation cards, greeting cards, brochures, leaflets, banners, mementos, Annual reports, diaries, business cards, letter head, id cards etc. Whenever asked, agency must prepare these designs and arrange printing with professional skill and submit within stipulated time.

8.2.Charges for jobs other than press advertisements like printing, production of multimedia animation, TV / radio jingles, setting-up of stalls in trade fairs / exhibitions etc. will be decided on competitive bidding basis amongst the empanelled agencies or through any other media or agency.

8.3. Bills raised for advertisement releases should invariably be supported by the media bills, voucher copies and other relevant documents in duplicate. Payment in each case will be made after verifying these documents.

8.4. The Agency will not be paid for developing creative options, translation of material from English to Hindi or into any other Indian language. The creative developed for advertisement, brochures, panels of exhibition stalls, etc. will be the property of KMRL and Agency will provide soft copy in open format for any use by KMRL.

#### 9.0. Other Terms and Conditions :

9.1. The term of empanelment shall be for a period of Two (2) year extendable by another one year depending upon the performance of the individual Advertising Agencies. KMRL, however, reserves the right to take a final decision on this without assigning any reason thereof.

9.2. The KMRL management reserves the right to select or reject any application without assigning any reason thereof.

9.3. KMRL reserves the right to terminate the services of the agency at any time without assigning any reason, whatsoever. Such decision shall be binding on empanelled agencies.

9.4. In case of large number of agencies becoming eligible as per the given criteria, KMRL reserves the right to restrict the number of agencies to be empanelled as per its requirements based on any related criteria.

9.5. The agencies are required to submit an undertaking certifying that their agency has not ever been blacklisted by any of the organization including government/PSUs, etc. for any reason at any point of time. Further they are fully accredited agency of INS for the last 3 years and have not been issued any NOD (Notice of Dis-accreditation) over the last 3 years.

9.6. Softwares and creative elements used by the Agency must be original and bills / licence can be checked by the KMRL at any point of time.

9.7.The Agency shall select their best art work, creatives and attach copies in A4 Size and link them with the appropriate items in the Data Sheet Form; i.e. Form I & Form-II.

9.8.The list of professionals, on roll, at the servicing office of the Agency should be submitted. This statement shall be attested by the Chartered Accountant & the authorized signatory and KMRL can get it checked for correctness at any point of time. The information be linked with the appropriate item of the Data Sheet Form; Form I & Form II.

9.9.-DELETED-

9.10 Mode of Release of Advertisement.

9.10.1.Agency shall release the advertisement only to the publications as indicated in the Release Orders issued by Corporate Communications Department of KMRL.

9.10.2.Agency shall ensure that KMRL's advertisements appear in the specified newspapers on a prominent position in a conspicuous and impressive manner while occupying minimum space as approved by KMRL.

9.10.3.Agency shall undertake designing, type setting, art work, preparation of block and matrix as well as art work with multiple options of media (at least three) estimates required for release of advertisement, free of cost, without any charges payable by KMRL, irrespective of size of advertisement, or number of newspapers to which display advertisement is to be released.

9.10.4.No incidental charges of any nature will be payable by KMRL to cover any such cost incurred by the Agency during the process of execution of release orders issued by the CC Department of KMRL.

9.10.5.Agency shall also ensure that advertisements are published in time, as stipulated in Corporate Communications Release Orders. It should be published in

the newspapers immediately without loss of time at any stage. Any deviation may attract adverse entries in the performance of the agency. It should be properly positioned and correctly reproduced as per CC Department's Release order copy. In case of late publication of the advertisements after stipulated period / date, it will be the discretion of the Jt.GM (Corporate Communications) to impose a penalty of Rs.1000/- for each lapse and / or disallow partial / total payment.

9.10.6. In case any portion of the advertisement matter as contained in the Release Order is not clearly understood, the agency shall immediately obtain a clarification, ensuring that there is no mistake, and this process should not delay the publication of the advertisement.

9.10.7. The agency will ensure timely delivery of advertisement material and release order to the newspapers.

9.10.8. In case there is an error in publication of the advertisements as compared to advertisements text material provided by KMRL, agency shall arrange to publish the corrigendum immediately, under advice to this office, at its own cost. No bills shall be raised to KMRL and KMRL will not pay any charges for publication of the published corrigendum, whatsoever. If considered necessary, Jt.GM(CC) may ask the Agency to publish correct advertisement again for which no payment shall be made by the KMRL. If the agency fails to release and publish the advertisement within the specified time limit as stipulated by KMRL or the advertisement in question is published on a later date; in such cases, a penalty of Rs. 1000/- for each lapse amount may also be imposed by Jt.GM(CC), in addition to adverse entry/entries in the performance record of the Agency.

9.10.9. The Agency will ensure that the language of advertisements published in the newspapers of other languages should be same as the language of the

advertisement in the English newspapers until and unless specially instructed by CC Department on the Release Order.

9.10.10. Translation of material for various newspapers and in various languages and proof reading will be the responsibility of the Agency.

9.10.11. All the display advertisements, layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by KMRL, prior to release to the newspaper. Size of advertisements should be got approved from Jt.GM(CC) or his representative and bills should be claimed strictly in accordance.

9.10.12. Agency shall charge the current approved rates until and unless it is specially / otherwise stated by this office in the Release Order. In case any newspaper mentioned in the Release Orders does not accept the approved rates and charge commercial rate or the newspaper does not have rate contract approved by the DAVP, the agency will obtain approval from CC Department in advance, prior to publication of advertisement.

9.10.13. Agency shall render free service to KMRL's CC Department in regard to collection of advertisement materials from Jt.GM(CC)'s office, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc., deputing its staff as frequently as required.

9.10.14. KMRL also reserves the right to design as well as release any advertisement, directly to the newspapers or through any other media or agency.

9.10.15. KMRL also reserves the right for release of any advertisement from any agency on the panel. KMRL may also draw a plan deciding the turn of agencies for convenience of day to day working; however it would not be binding upon him to give all advertisement according to plan drawn.

9.10.16. Whenever required, the Advertising Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by the office of Jt.GM(CC), KMRL.

9.10.17.-DELETED-

9.10.18. Advertisement material taken, after type setting / designing should be submitted in duplicate on the same day for approval of KMRL.

9.10.19. Release Order will ordinarily be issued after approval of the typeset matter.

9.10.20. It is the responsibility of the agency to ensure that correct and readable advertisement is published in the newspaper. If correct advertisement is not published or is not legible, KMRL may refuse to release payment for such advertisement.

#### 9.11 Bills and Payment by KMRL.

9.11.1 Within 60 days of the release order, the agency will present computerized bills along with two tear Sheets of newspapers containing published advertisements; estimate approved by KMRL, two copies of Release Order issued by this Office, text material provided by this office and copies of DAVP Rates/Rate Cards as applicable. The Bank A/C No., name of Bank with complete address, IFSC code of the bank through which payment of bills will be arranged, should be indicated on each bill. All bills shall be submitted in triplicate, duly marked as original, duplicate and extra copy.

Bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills; further the agency shall ensure that:-

- i. All the bills received from the newspapers have thoroughly been checked and found correct in all respect.
- ii. The amount charged by the newspapers has been checked in

respect of rates approved by the DAVP in vogue/Approved Rate/Card Rate and found correct and also in accordance with the estimate approved by KMRL.

- iii. The advertisement published by the newspapers has been checked and found correct.
- iv. The advertisement against respective Release Order has been published in that very insertion / edition of the newspapers as specified in the Release Order and media plan issued by Jt.GM (Corporate Communication)'s office.
- v. Once the Advertising Agency's bill in question has thoroughly been checked and found correct in all respect, even if, later any discrepancy is detected the agency will undertake corrective measures, including reimbursement of excess charges to KMRL immediately. Agency will also certify that these charges have not been claimed earlier and will not be claimed in future also.
- vi. A set of paper submitted are to be in proper serial numbered.

9.11.2.The bill must be raised for the complete release order. Bills not accompanied with tear sheets of the newspapers containing published advertisements will not be considered.

9.11.3.The KMRL reserves right to disallow a part or full payment against any bill, if any of the general or special condition, is violated.

9.11.4.In case of exception/unavoidable circumstances, if Jt.GM(CC) is satisfied, he may allow the Advertising Agency to submit supplementary bill in respect of advertisement charges against one particular release order.

9.11.5.If the rates are enhanced by DAVP after payment of original bills, no supplementary bill will be accepted, and the Agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by KMRL.

9.11.6.The advertising agency will have to submit final advertisement bill, positively within 60 days from the date of



publication of the advertisement. KMRL will make payment as per bill after due checks. The Advertising Agencies in all matters will deal with the newspapers at their level including payments and KMRL will have no liability and / or responsibility in this regard.

9.11.7. KMRL reserve the right to deduct taxes / surcharges imposed by Govt./State Govt./Municipal authorities and penalties imposed by KMRL, etc. which becomes due, directly from the bills submitted by the agency.

#### 9.12. DELETED

#### 9.13 Security Deposit:

Before start of work, the empanelled agencies shall deposit a security deposit of Rs.50,000/- in the form of a Demand Draft/Pay Order on a Nationalized Bank/Scheduled Indian Bank (as RBI scheduled), payable in favor of Kochi Metro Rail Limited payable at Kochi. If the agency fails to deposit such security deposit within the stipulated period of time, his empanelment shall be treated as cancelled. The security deposit will be returned without any interest after completion of the tenure.

#### 9.14 Performance of the Agency:

9.14.1. The KMRL and the agencies shall have the right to terminate the contract with a written notice of 30(thirty) days. Such notices shall be served by the registered post or by hand at the respective address.

9.14.2. In case it is observed by KMRL that the work performed by the agency is not as per the required standard or specified quality the agency will be served with the written notice to that effect calling upon to improve his performance within stipulated time, not beyond 90 days from the date of written notice is sent. If the agency's performance is still not satisfactory, a penalty for the first default @ 5% of the bill amount, and for the second

default @ 10% of the bill amount and lastly for third default for the 15% of the bill amount may be leviable and may be recovered from the security deposit. After the third default, if the agency commits further default, KMRL will have the right to terminate the award of contract/de-panel.

#### 9.15. DELETED-

9.16. Arbitration: except where otherwise provided for in the contract all questions and disputes, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract thereof shall be referred to the 'Dispute Resolution Committee' to be appointed by the Director (HR) KMRL before taking recourse for resolution of dispute through Arbitration.

In case dispute persists, the same shall be referred to an Arbitrator to be appointed by the Director (HR) KMRL. There will be no objection if the arbitrator so appointed is an employee of KMRL. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as aforesaid shall at the time of or after such transfer, vacation of office or inability to act, appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

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## Agreement

This Agreement No. ----- made on this -----  
----- between the -----  
----- (hereinafter called the Authority which expression shall, unless  
the context does not so admit, include his successor and assignees in  
office) of the one part and M/s -----  
----- Address -----  
-----

(hereinafter called the Advertising Agency which expression shall  
unless excluded by the context includes his/her heirs, executors,  
administrators, successors and assigners) of the other part.

Whereas the Advertising Agency has agreed with the Kochi Metro  
Rail Limited for the release of advertisement for publication in  
newspapers on behalf of Kochi Metro Rail Limited as per the terms  
and conditions of tender document including conditions mentioned as  
under:

1. Now, this indenture witness that the Advertising Agency will  
duly perform the said works as per terms and conditions set  
forth and shall execute the same with utmost promptness, care  
and accuracy in a workman like manner to the satisfaction of  
the Authority for the period of empanelment from the date  
mentioned above and will fulfill and keep all the conditions  
mentioned in the application read along with this agreement  
except when the contract is terminated earlier by the terms of  
this agreement.
2. The Advertising Agency has submitted Rs. ----- vide --  
----- towards security deposit.
3. The duration of the empanelment will be for a period of two  
year from the date of issue of letter of empanelment to be  
issued after signing the agreement, extendable by One more  
year (total three years only), subject to satisfactory  
performance.

4. Kochi Metro Rail Limited reserves right to terminate the panel/empanelment of any of the empanelled Advertising Agency/all the Advertising Agencies empanelled at any time before expiry of the empanelment period without assigning any reason by giving one month's notice.
5. Kochi Metro Rail Limited can also terminate the empanelment of any Advertising Agency at any time for not fulfilling any of the terms and conditions including special conditions. The Advertising Agency shall not be entitled for any damage or compensation by reason of such termination. In such cases where penalty, as decided by the Authority, is levied, this penalty will be deducted from the security deposit in case of non- payment.
6. All disputes related to empanelment or operations of the panel are subject to the Jurisdiction of courts at Ernakulam only.
7. In the event of any, dispute or difference arising under these conditions or any special condition of contract/agreement or in connection with this contract the same shall be dealt with as provided in Clause 9.16 of the RFP. The Officer appointed as arbitrator, however, shall not be one of those who had an opportunity to deal with the matter to which the contract relates or who in course of their duties as Authority's employee have expressed their views on all or any of the aspects of the matter under dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract/agreement subject to the "Arbitration and Conciliation Act 1996" and the Rules there under and any statutory modifications thereof shall apply to the Arbitration proceedings under this clause.
8. The Advertising Agency shall release the advertisement only to the publications indicated in the Release Orders issued by the Authority.

9. The Advertising Agency shall ensure that the Authority's advertisements appear in the specified newspapers in a conspicuous and impressive manner while occupying minimum space.
10. The Advertising Agency shall undertake designing, typesetting, art work with multiple options of media (atleast three) estimates, preparation of block and matrix as well as art pulls required for release of advertisement, translation, free of cost/without any charges payable by Authority, irrespective of size of advertisement, or number of newspapers to which advertisement is to be released.
11. No incidental charges of any nature will be payable by Authority to cover any such cost incurred by the Advertising Agency during the process of receipt/execution of release orders issued by Authority.
12. The Advertising Agency shall also ensure that advertisements are published in time, as stipulated in Authority's Release Orders and if not stipulated, it should be published in the newspapers immediately without loss of time at any stage. It should be properly positioned and correctly reproduced as per Authority's Release order copy. In case of late publication of the advertisements after stipulated period/date, it will be the discretion of Authority to impose penalty and/or disallow partial/total payment.
13. The Advertising Agency will be bound to obtain acknowledgement from the Newspapers of the timely delivery of advertisement material and Release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/Release Order to all the newspapers in time. Any laxity in regard to non-deliverance or late delivery of Ad material or Release Order will be viewed very seriously. In case, it is observed that Advertising Agency has failed to deliver Ad material and respective release orders in time or it is not arranging timely payment to the newspaper

against publication of Advt., Authority may stop utilization of the Advertising Agency temporarily or permanently. Business/allotment of work will depend on efficient working of the Advertising Agency.

14. In case, any portion of the advertisement matter as contained in this office's release is not clearly understood, the Advertising Agency shall immediately obtain a clarification from Authority of ensure that there is no mistake and this process should not delay the publication of the advertisement
15. In case there is an error in publication of the advertisements as compared to advertisement's text approved by Authority, the Advertising Agency shall arrange to publish the corrigendum immediately, under advice to Authority, at its own cost. No bills should be raised to Authority and Authority will not pay any charges, what-so-ever, for publication of the corrigendum. Notwithstanding anything provided in Clause 9.10.8 of the RFP, an amount as the full value of the published advertisement may be imposed as penalty by Authority, in case the corrigendum is not published in the same media list in addition to other penalty charges.
16. The Advertising Agency will ensure that the language of Advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially instructed by the Authority in the Release Order.
17. All the display advertisement's layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by Authority, prior to release to the newspaper. Size of advertisements should be got approved by Authority prior to release to the newspaper and Advertising Bills should be claimed strictly in accordance with the size/specifications/design approved.
18. Advertising Agency will ensure to supply to Authority, the copies of the newspapers in which the respective advertisement has been published positively within a period of

3 days. Any failure in this respect will be viewed very seriously by the Authority and action may be initiated against the Advertising Agency.

19. All the layouts including design and artwork of the display advertisements will be strictly subject to approval by Authority prior to release for publication in the Daily Newspapers & periodicals. Translation in newspaper's language and proof reading will be the total responsibility of Advertising Agency. Any complaint received in this respect will be viewed seriously and action may be initiated against Advertising Agency.
20. The Advertising Agency shall charge current DAVP approved rates until & unless it is specially/otherwise stated by Authority in the Release Order. The Advertising Agency will obtain written approval from Authority in advance, prior to publication of advertisement, in case any newspaper mentioned in the Release Order does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP. Advertising rates as existing on the day of release of Advt./Release Order will be applicable and payment will be made accordingly.
21. Within 60 days of the release order, the Advertising Agency will prefer computerised bills along with two tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct Advertising Bills in all respects. A certificate to the effect as mentioned below will have to be endorsed on all the bills.
  - i. All the bills received from the newspapers have been thoroughly checked and found correct in all respects.
  - ii. The amount charges by the newspapers has been checked in respect of rates approved by the DAVP on the day of release of Advt. and found correct.
  - iii. The advertisement published by the newspapers has been

checked and found published as totally correct as per release order.

- iv. The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers as specified in the Release Order and media plan issued by Authority.
- v. Our Advertising Bills/(Advertising Agency's bill) in question has thoroughly been checked and is preferred as correct in all respects. In case any discrepancy is detected at a later date the agency will undertake corrective measures, including reimbursement of excess charges immediately to Authority. The bill must be raised for the complete release orders. Bills not accompanied with tear sheets of the newspapers containing published advertisement, will not be entertained.

22. The Authority, reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions, are violated.

23. Only in case of unavoidable circumstances, the Advertising Agency may submit supplementary bills in respect of advertisement charges against one release order.

24. If the Newspaper's Advertising rates are enhanced by DAVP after payment of original bills, no supplementary bill will be accepted and the Advertising Agency will have to clarify this to the publication on their own and no liability will be accepted on this account by Authority. If DAVP reduces/lowers advertising rates of a publication and the Advertising Agency comes to know about lowered rates later on, after claiming the original bill which the Advertising Agency has happened to claim at higher rates, it will be the sole responsibility of the Advertising agency to refund the excess paid money by Authority to Authority.

25. The Advertising Agency will also ensure to maintain all the



records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from Authority, so that in case of any complaint received from newspapers, it may be examined thoroughly by Authority.

26. The Advertising Agency will have to submit full & final Advertising bills, positively within 60 days from the date of publication of the advertisement. Authority will make payment after due check of the bills, submitted along with proof of published advertisement. The Advertising Agency will deal in all matters with the newspapers at their level in respect of payments and Authority will have no liability and/or responsibility in this regard.
27. After publication of the advertisement, the Advertising Agency will have to arrange the payment of advt. bills of the newspapers pertaining to publication of Authority's advertisements regularly as per INS rules, failing which empanelment of Advertising Agency may be cancelled and security deposit will also be forfeited.
28. The payment against Advertising bills of newspapers is required to be made by the Advertising Agency through Bank Draft only, especially to the newspapers which are not INS members. Bank draft in favour of Newspaper should be issued through the Banks located at the Headquarters or as specially desired by the newspapers in writing. All the payments being released to respective newspapers must be sent positively within 15 days of payment received from Authority.
29. The Advertising Agency shall render service free of cost to Authority, in regard to collection of advertisement materials from Authority, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff whenever as required.
30. Authority reserves the right to get Advt. designed and release any advertisement directly to the newspaper or through any Advertising Agency not borne on the panel, at any time.

31. Authority also reserves the rights to release any advertisement through any of the Advertising Agency on the panel.
32. Authority also reserves the right to use the logo, design, layout etc. prepared by any Advertising Agency for releasing advertisements directly or through any other Advertising Agency or any other source as deemed fit without the consent of the Advertising Agency which designed the advertisement.
33. The Advertising Agency will have to ensure compliance with copyright, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The Advertising Agency will be completely liable in all such cases, and no liability shall lie with Authority.
34. The Advertising Agency shall have to accept and get advertisement published at a very short notice in the specified newspapers on the specified date as indicated by the Authority whenever required.
35. Authority or its representatives have all rights to inspect Advertising Agency's premises including offices at Regions during office hours on any working day and check/inspect any record of the Advertising Agency connected with the working related to Authority.
36. Advertisement material taken, after type setting/designing must be submitted on the same day for approval of Authority.
37. Release Orders will be issued after approval of the type set material/design.
38. It is the responsibility of the Advertising Agency to ensure that correct and readable advertisement is published. In case of incorrect and illegible Ads published by the newspaper, the Advertising Agency must not accept the newspaper's Advertising Bill and should send it back to the newspaper explaining the reasons in writing for not accepting the bill. Copy of such letters should be sent to Authority for

information.

39. The weekly statement (language-wise) of advertisements of Authority released to various newspapers should be submitted every Monday.
40. Any alteration, change, modification, deletion or omission in these conditions may be done by the mutual consent of the both the parties.
41. All disputes are subject to the jurisdiction of the High Court of Kerala and/or its subordinate courts at Ernakulam only.
42. Authority reserves the right for deduction of the Authority's dues from empanelled Advertising Agency's security deposit on the following grounds:
  - i. Any amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.
  - ii. Any amount which Authority becomes liable to pay the Govt./third party on behalf of any default of the empanelled agencies or any servant/agent.
  - iii. Any payment/fine made under the order/judgement of any court, consumer forum or Law enforcing agency or any person working on behalf of the same.
43. The empanelled Advertising Agencies shall recoup the security deposit to the extent the said amount is deducted as fine within 15 days period failing which it will be considered and treated as breach of the agreement leading to forfeiture of the security deposit.
44. If Advertising Agency fails to release and publish the advertisement within the specified time limit as stipulated by the Authority or the advertisement in questing is published at a later date, the Authority will have every right to impose a penalty on the Advertising Agency and the amount as decided will be deducted from the bills of the Advertising

Agency/security deposit.

45. All creatives submitted along with the application of empanelment will become the property of Authority, with Authority reserving the right to utilise them for any of their media campaigns with no compensation or remuneration to be offered for the same.
46. The Advertising Agency shall keep Authority indemnified for loss and damages arising out of the non-fulfillment of this agreement by the Advertising Agency.
47. Propriety of the designs developed for KMRL by the agencies shall always remain with KMRL and at no stage the design prepared for KMRL should be shared with outside agency. For this single violation at any stage, 10% of the security deposit will be deducted by KMRL without any intimation.

In witness whereof, the parties herein have put their hands and signatures on the day and year first above written.

Signature of the authorised signatory  
of Advertising Agency

For and on behalf of the \_\_\_\_\_

Witness to the Signatures & Address

1.

2.

ACCEPTANCE LETTER  
(TO BE PUT IN THE COVER)

The Jt.General Manager (CC),  
Kochi Metro Rail Limited  
8<sup>th</sup> Floor, Revenue Tower,  
Park Avenue,  
Kochi -682011

ACCEPTANCE OF KMRL'S TENDER DOCUMENTS – **Empanelment of Advertising Agency**

Sir,

1. The tender documents for the work for **Empanelment of Advertising Agency** for Kochi Metro Rail Limited have been sold to me/us by KMRL and I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the tender documents and I/We shall abide by the conditions/clauses contained therein.
2. **I/We hereby unconditionally accept the tender conditions of KMRL's tender documents in its entirety for the above work.**
3. The contents of clauses of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender and the same has been followed in the present case. In case, this provisions of the tender is found violated after opening the cover, I /We agree that the tender shall be rejected and KMRL shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely,
4. 'That, I/We declare that I/We have not paid and will not pay

any bribe to any officer of KMRL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of KMRL asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in KMRL’.

5. The required earnest money amounting to Rs..... by way of Demand draft No.....Drawn on .....payable at .....is enclosed here with.

Yours faithfully,

(Signature of Tenderer with Date:

Seal/rubber stamp)

## **ANNEXURE –I**

### **SCOPE OF WORK FOR EMPANELLED AGENCIES**

1. Conceptualization of creatives, designing and media management including release of advertisements in Newspapers, Commercials on TV / Radio etc. for Kochi Metro Rail Limited's (KMRL) publicity as and when required.
2. Designing, Printing and Production of Publicity Material such as :
  - Annual Reports
  - House Journals (English / Hindi/Malayalam)
  - Newsletters
  - Corporate Brochures, Business & ID cards
  - Diaries
  - Calendars
  - Exhibitions/Spaces/Posters/Display materials
  - Any other print / production jobs
  - Conceptualization & Designing of Advt. Campaigns.
  - Any other job assigned by CC Department
3. Design & release of advertisements in print media for :
  - NITs
  - Chairman's Speech
  - Recruitment / Auction notices etc.
  - Classified Ads, Tenders etc.
  - To provide inputs such as circulation figures, cost etc. for various newspapers to plan and decide media plan.
  - To liaise with the newspapers and arrange for release of advertisement and Press Release of KMRL at a short notice on desired dates by deputing a dedicated person.

4. Production of TV Spots / Radio jingles etc. Organizing Exhibitions, setting- up of stalls / pavilions etc.
5. To assist in developing and strengthening coordination of KMRL with Print and Electronic media for better and regular publicity.
6. Arranging publication of articles in leading news dailies / magazines.
7. Arranging/Providing technical/skilled manpower to KMRL for CC related jobs/activities.
8. Any other work related to publicity and corporate communication of KMRL.
9. KMRL reserves the right to award work to any agency, not necessarily empanelled with KMRL.



**FORM – I**

**PROPOSAL FOR EMPANELMENT**

FROM:

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TO:

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Sir,

SUB : Empanelment of Advertising Agencies for KMRL.

I/We.....agency herewith enclose our proposal for selection of my /our firm for empanelment. We request KMRL to accept information mentioned herein, as attachment to this letter, on certification basis duly signed by the Chartered Accountant. KMRL may, however, verify the facts given by us, with any authority, if required. If it is found at any point of time that the information furnished by us is inaccurate, KMRL may initiate any action as it deems fit.

Yours faithfully,

Signature.....

Full Name.....

Designation.....

Address.....

(Authorised Representative)

Company Seal

**Attachment to Form – I**

**Sample of the Certificate to be signed by the Chartered Accountant**

This is to certify that our Agency is in business for the last 3 years, as on September, 2015 and average turnover for the financial years 2012-13 , 2013-14 and 2014-15 is not less than Rs.75 Lakh.

The Agency is fully accredited in INS for the last 3 years and no NOD (Notice of Disaccreditation) has been issued by the INS to the Agency over the last 3 years.

The Agency has a full fledged office with sufficient manpower, in Kochi.

The list of Key Resources at various offices, financial details and INS Registration Number are enclosed.

This is to certify that we meet all the terms and conditions mentioned in the tender document and in case any deficiency is noticed at a later date, my application can be summarily rejected without any further consideration in this regard.

Ours is not a Franchise Company.

Signature.....

Full Name.....

Designation.....

Address.....

(Authorised Representative)  
Company Seal

NOTE : This is only an indicative sample of the certificate. Agency shall include all the items as mentioned in the Tender Document, including the above mentioned items.

## **FORM-II**

### **DATA SHEET FOR PARTICULARS REQUIRED FOR EMPANELMENT OF ADVERTISING AGENCIES**

(To be submitted by the Advertising Agencies strictly in the following format/order in respect of each item. All documents to attached in support shall be of A4 size, serial numbered, stamped (Company seal) and signed by the authorized signatory /CA and shall be spiral bound. Note loose sheets shall be accepted.)

Marks shall be allotted only in case the agencies are eligible to participate as per the eligibility criteria mentioned in the Tender Document.

S.No	Criteria/item with details	For official use	Benchmark(s)
1.	<p>Branches in City, with documentary evidence. The Agency should have a full fledged office with sufficient manpower, i.e. more than 10 persons, in the cities where KMRL CHQ exist.(A letter confirming this with details shall be attached.)</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	Max Marks 02	

2.	<p><b>Key Staff strength, full time with documentary evidence</b></p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p><b>Max Marks</b> <b>02</b></p>	
3.	<p><b>Annual turn over for last 3 years(Audited figures)</b></p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p><b>Max Marks</b> <b>03</b></p>	<p><b>Certificate from Chartered Accountant for break-up of figures given above shall be attached.</b></p>

4.	<p>Proven Experience of Service to PSUs in the area of Advertising, Public Relations, NIT, classifieds advertisements, Corporate Campaign(Proof to be attached)</p> <p>Give details of Govt/PSU clients being served during the last three years as mention above.</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	Max Marks 02	
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5.	-DELETED-	Max Marks 00	
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6	<p>Empanelment with DAVP as Multimedia Agency or print media creative agency or not empanelled with DAVP at all.</p>	<p>Max Marks 02</p>	
7.	<p>Availability of complete Infrastructure at respective office of the Agency</p> <p>a) 24*7 service offered (Y/N)</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p> <p><b>Important Note :</b></p> <p>Please attach self certified copy of the bills/invoice of the equipment &amp; software.</p>	<p>Max Marks 05</p>	

8.	<p>Best four creative media campaigns handled, with value, during the last three years</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p>Max Marks 05</p>	
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9.	<p>Four best prestigious jobs, other than above during last three years</p> <p>a) Designing ,Printing of Annual report/Brochure/ Calendars/ any other promotion material (attach proof)</p> <p>b) Advt. Campaign (attach proof)</p>	Max Marks 05	
10.			

	Deleted	Max Marks 00	
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11.	<p>“Event Management” over the past three years, other than mentioned above.</p> <p>a) Press Conferences</p> <p>b) Inaugurations/ Conferences and seminars</p> <p>c) Cultural Events &amp; Exhibitions</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p>Max Marks</p> <p>02</p>	
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12.	<p>Awards and letter of appreciation received over the last three years; attach proof</p> <p>a) National Govt/PSUs in print media/exhibitions</p> <p>b) International –in print media/exhibitions</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p>Max Marks 02</p>	
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13.	<p><b>DELETED</b></p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p><b>Max Marks 00</b></p>	
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14.	<p>Brief action plan not exceeding 300 words on the theme “INTEGRATED TRANSPORTATION FOR KOCHI”</p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	<p>Max Marks</p> <p>06</p>	<p>Attach a Hard Copy and a Soft Copy.</p>
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15.	<p>a) Proven Capability to provide and manage a Multimedia lab with requisite staff at KMRL's premises to cater to the regular and adhoc requirements including odd hour requirements of developing creatives/press releases/rejoinders, animations etc.</p> <p>b) Whether service will be provided on holidays and beyond office hours also.</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>	Max Marks 02	Attach documentary proof.
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16.	<p>Proven Capability to position a dedicated professional copy-writer, at a short notice as and when required by KMRL at Kochi to develop outputs for editorials/articles, news items, press releases, rejoinders etc. for various journals and other publications on behalf of KMRL.</p>	<p>Max Marks 02</p>	<p>Provide sufficient documentary proof with reference to the capability to perform the said item.</p>
	<p>Please furnish information with supporting documents in the same order, indicate Page No. relevant for these marks.</p>		



17.	Presentation to the committee members on the profile and capabilities of the agency and their vision and action plan to improve the image and visibility of KMRL .	Max Marks 60	<p>A CD containing the presentation (in ppt format) on the above theme is to be enclosed in a separate sealed envelope along with the other documents in the technical bid. Hard copy mayalso be included along with the CD.</p> <p>Evaluation of the CD presentation shall include the following criteria.</p> <ul style="list-style-type: none"> <li>a) Line of approach and language of the text.</li> <li>b) Style of presentation.</li> <li>c) Strategy adopted.</li> <li>d) Rational and relevance of the presentation to the theme.</li> <li>e) Creativity and overall quality of the campaign.</li> </ul>
	Total		
Other General Information about the Agency			

	<p>i)Name of the Advertising Agency</p> <p>ii)Address of Kochi Office/Head Office: Tel Nos. Fax No.</p> <p>iii)Full address of the Head Office &amp; other Branch Offices Tel Nos.</p> <p>Fax No.</p> <p>iv)Name of the contact Person in Head Office(with designation)</p> <p>Tel. no.</p> <p>E-Mail Id:</p> <p>Mobile No.</p> <p>v)Year of Establishment Legal Status of agency (Proprietary/Partnership/ Private Ltd. /Public Ltd.)</p> <p>vi)Whether Accredited with INS for the last 3 years: Yes/No If Yes,INS No....., Year of Registration..... Attachletter/certificate.(Information may be verified with INS by KMRL)</p> <p>vii)Any NOD(Notice of disaccreditation) issued by INS in the last three years:Yes/No</p>		
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	<p>If yes, how many &amp; when (attach details and current status)</p> <p>viii) Name of Managing Director, Directors and top Management (Separate sheets may be enclosed for elaboration of relevant details.)</p> <p>ix) The agency shall certify that the agency has not ever been blacklisted /banned from any of the organization/government/ PSUs including INS etc. for an reason at any pointof time.</p> <p>x) PAN No., Service tax no. VAT No.(attach a photocopy of registration)</p>		
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I/We hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

Signature.....  
Full Name.....  
Designation.....  
Address.....  
(Authorized Signatory)  
Company Seal.

Note:-

If needed the Agency can use separate sheets for explaining the above points, relevant pages must be referenced in the respective box of the Table.

KMRL reserves the rights to verify the facts given by the Agency, with any authority, as and when required.

KMRL reserves the right to accept/reject any offer without assigning any reason.

Agencies qualifying in the minimum eligibility criteria only will be considered for the above ranking.