

**Assam Tourism Development Corporation Ltd.**  
**EOI for Empanelment of Outdoor Agency (OOH)**

**Ref. No. ATDC.2741/2017/408**

**Dated : 20/01/2017**

Assam Tourism Development Corporation Ltd. Invites Expressions of Interest (EOI) from reputed advertising companies/ agencies with at least 5 years experience with a proven track record with medium and large business houses on major national/ international campaigns, for complete seamless 360° solutions through well thought about strategy, innovative creative, astute media planning, cost effective media buying for Outdoor Marketing, Retail, Events & Activation.

EOI should be submitted by interested parties to the Sr. Manager (Publicity & PR), Assam Tourism Development Corporation Ltd., 4<sup>th</sup> Floor, Asom Paryatan, A.K. Azad Road, Paltan Bazar Guwahati 781008. **Before 06/02/2017** upto 03:00 p.m. The detail terms of EOI may be downloaded from website: [www.assamtourisonline.com](http://www.assamtourisonline.com)

**Managing Director**  
**ATDC**

**EXPRESSION OF INTEREST FOR  
EMPANELMENT OF OUTDOOR  
ADVERTISING AGENCIES  
FOR ASSAM TOURISM DEVELOPMENT  
CORPORATION, GOVT. OF ASSAM**

**Issued by ATDC  
4th Floor, Asom Paryatan Bhawan, A.K.  
Azad Road,  
Paltan Bazar Guwahati 781008.  
Fax +91 361 2633654  
www.assamtourisonline.com  
email: [mdatdc@gmail.com](mailto:mdatdc@gmail.com),  
atdcltd@gmail.com**

## TABLE OF CONTENTS

<b>TITLE</b>	<b>SECTION</b>
Notice Inviting EOI	Section -I
Instructions to the Bidders	Section -II
General Conditions of the Contract	Section -III
Special Conditions of the Contract	Section -IV
Scope of Work	Section -V
Bid Form	Section -VI
Bid Security Form	Section – VII
Performance Security Guarantee Bond	Section – VIII
Letter of Authorization for Attending Bid Opening	Section -IX
Form I : Particulars of Outdoor Advertising Agency	Section -X
Form II: Qualifying Requirement	Section -XI

**SECTION-I**  
**NOTICE INVITING EOI**  
**Assam Tourism Development Corporation (ATDC)**  
4th Floor, Asom Paryatan Bhawan, A.K. Azad Road,  
Paltan Bazar Guwahati 781008.

Office of Issue	<b>ATDC</b>
Date of Issue	20/01/2017
EOI No.	<b>ATDC.2741/2017/408</b>
EOI Document available from	22/01/2017
Due Date & Time of Receipt of the EOI	06/02/2017, upto 3.00PM
EOI Opening Date &Time	07/02/2017 at 2.00PM
Pre Bid Meeting	01/02/2017 at 2.00P.M.
(Date, Time and Venue)	ATDC office Guwahati

On behalf of the **Managing Director**, ATDC, EOIs are invited for Empanelment of 2-3 Outdoor Media Agencies for Outdoor Advertising functions of ATDC for a period of 5 years.

1. ISO Certified Outdoor Media Agencies having minimum average annual Audited turnover of Rs.50.00 Crore (Rupees Fifty Crore per year OR consolidated Rs.150 Crores for three years) in the field of Outdoor Media Services for the last three years i.e. FY 2013-14, 2014-15 and 20015-16 as per audited P&L statement of accounts duly certified by Chartered Accountants.
2. Agencies should have a minimum experience of 5 years in outdoor advertising business.
3. Cost of Tender document: Rs. 5000/- by way of Demand Draft (Non- Refundable).
4. Bid Security: Rs. 5,00,000/- by way of D.D/ Bank Guarantee (Nationalised Bank).
5. The Demand Draft should be drawn in favour of "Assam Tourism Development Corporation Ltd".
6. Last date of Submission of the Tender Document is 06/02/2017, upto 3.00 PM.
7. Intending bidders may obtain a copy of the EOI document containing the terms and conditions along with the relevant specifications from Sr. Manager (PR & Publicity), ATDC, 4<sup>th</sup> Floor, Asom Paryatan Bhawan, A.K. Azad Road, Paltan Bazar Guwahati 781008 by submitting a demand draft for Rs. 5000/- . This amount is non-refundable. The EOI document shall be available from date 21/01/2017 to 05/02/2017 between 10.00 AM to 5:00 PM on all working days. The demand draft should be drawn on any Nationalised bank in favour of "Assam Tourism Development Corporation Ltd." Alternatively, intending bidders may also download the EOI document from ATDC official website [www.assamtourisonline.com](http://www.assamtourisonline.com) In such case the bidder must submit a demand draft for Rs.5,000/-(Rupees Five Thousand only) at the time of submission of EOI. The bidder is not supposed to change any clause in the EOI document downloaded from the website. The printed version of EOI Document available along with the amendments (if any) issued by ATDC will be applicable to all the bidders.
8. Managing Director, ATDC Ltd. reserves the right to accept / reject any or all the EoI's without assigning any reason thereof.

## SECTION-II

### INSTRUCTIONS TO THE BIDDERS

#### A. INTRODUCTION

##### 1. DEFINITIONS

- a. **“Client”** means Assam Tourism Development Corporation Ltd.,  
4<sup>th</sup> Floor, Asom Paryatan Bhawan, A.K. Azad Road, Paltan Bazar, Guwahati - 781008.
- b. **“The Bidder”** means the Company which participates in the EOI and submits its bid.
- c. **“ATDC”** means Assam Tourism Development Corporation.
- d. **“The Agency”** means the ISO Certified company rendering Outdoor Advertising, Retail, Activation & Events services under the contract.
- e. **“The Services”** means all activities related to conduct & performance of contractual Obligations under the contract.
- f. **“The Letter of intent”** indicates the intention of ATDC to enter in to an agreement with the company rendering Outdoor services.
- g. **“The Work Order/Release Order”** means the order placed by ATDC on the Agency signed by ATDC including all attachments and appendices there to and all documents incorporated by reference therein. The Work Order/ Release Order shall be deemed as “Contract” appearing in the document.
- h. **“The Contract Price”** means the price payable to the Agency under the Work Order/ Release Order for the full proper and satisfactory performance of its contractual obligations.
- i. **“Acceptance”** is a process of accepting satisfactory services by ATDC rendered by the “Agency”.

##### 2. ELIGIBILITY CONDITIONS

The bidder can be a registered ISO Certified Indian Company under “The Company Act, 1956”/ Partnership firm/ Proprietorship firm/ Consortium/Joint venture.

ISO Certified Outdoor Advertising Agencies must be having minimum average annual Audited turnover of Rs.50.00 Crore (Rupees Fifty Crore) per year OR Consolidated turnover Rs.150.00 Crores (One Hundred Fifty Crores) in the field of Outdoor Advertising Services for the last three years i.e. FY 2013-14, 2014-15 and 2015-16. The total billing from services rendered/capitalized billing either from Audited Statement of Accounts or Certificate from Chartered Accountants shall be taken as the turnover.

The bidder should have their own outdoor sites in major cities.

The bidder should have conducted outdoor campaigns in at least 40 cities out of which at least 5 should be metro cities.

The bidder shall not have been barred by any government agency. The bidder has to give an undertaking, duly signed by authorised signatory, to this effect. If the undertaking is found to be false at later date after the empanelment, the said empanelment is liable for termination with immediate effect without any notice.

The bidder should have a full-fledged office in Guwahati or Kolkata and in 2 metros to support timely service for the activities within the scope of the work. The bidder must submit the address of such office. The office must have the following facilities.

### **Media Planning**

- i. Media Buying and Release of OOH Advertisements including but not limited to hoardings, digital signage's, Airport Branding, shop boards and shop panels, wall paintings in rural areas Conducting events, retail branding, activations in India & abroad.
- ii. Research and analysis on the effectiveness of the advertisements.
- iii. Third party photographs and audit certifying that the plans have been executed A declaration to this effect must be submitted.

### **3. COST OF BIDDING**

The bidder shall bear all the costs associated with the preparation and submission of the EOI. ATDC will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **B. BID DOCUMENTS**

### **4. EOI DOCUMENTS**

The services required to be rendered, bidding procedures and the contract terms and conditions are prescribed in the EOI Documents. The documents include:

- a. Notice Inviting EOI-Section I
- b. Instructions to the bidders-Section II
- c. General Conditions of Contract-Section III
- d. Special Conditions of the Contract-Section IV
- e. Scope of the Work-Section V
- f. Bid Form –Section VI
- g. Bid Security Form –Section VII
- h. Performance Security Guarantee Bond –Section VIII
- i. Letter of Authorization for Attending the Bid Opening –Section IX
- j. Form I :Particulars of the Outdoor Advertising Agency –Section X
- k. Form II: Qualifying Requirement –Section XI

The Bidder is expected to examine all the instructions, forms, terms and specifications as stipulated in the EOI Documents. Failure to furnish all the information required as per the EOI Documents or submission of the EOIs not substantially responsive to the EOI Documents in every respect will be at the bidders risk and shall result in rejection of the EOI.

## **5. CLARIFICATION OF EOI DOCUMENTS**

A prospective bidder, requiring any clarification on the EOI Documents, shall notify ATDC in writing and send it by fax/e-mail/post at ATDC's mailing address indicated in the EOI document. All the queries may be sent at least three days prior to the vendor's conference. The queries shall be answered in the vendor's conference and shall be placed on the website.

Any clarification issued by ATDC in response to query raised by prospective bidders shall form an integral part of EOI documents and it may amount to an amendment of relevant clauses of the EOI documents.

## **6. AMENDMENT TO THE EOI DOCUMENTS**

At any time, prior to the date of submission of EOIs, ATDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI documents through amendments.

The amendments shall be notified on the ATDC website and will also be intimated in writing or by FAX / E-mail to all the prospective bidders on the ATDC address intimated at the time of purchase of the EOI document from ATDC and these amendments will be binding on them.

In order to accord the prospective bidders a reasonable time to take the amendment into account in preparing their EOIs, ATDC may, at its discretion, extend the deadline for the submission of EOIs suitably.

## **C. PREPARATION OF EOIs**

### **7. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall comprise the following components:

- a. Documentary evidences in accordance with the clauses 2 & 9 of Section-II that the bidder is eligible to bid and is qualified to execute the contract if the bid is accepted.
- b. Bid Security furnished in accordance with clause 12 of Section-II
- c. A bid form completed in accordance with clause 8 of Section-II
- d. A clause by clause compliance as per clause 9 (x) of Section-II

### **8. BID FORM**

The bidder shall complete the bid form furnished in the EOI Documents, indicating the details of services and descriptions thereof as per **Section VI**.

### **9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

The bidder shall furnish as part of the EOI documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of EOI documents.

- i. Certificate of incorporation.
- ii. Articles/Memorandum of Association /partnership deed etc.
- iii. Service Tax Registration.
- iv. Copy of PAN registration certificate.

- v. An undertaking that none of bidder's relative is working in ATDC. In case of proprietorship firm, certificate will be given by the proprietor. In case of partnership firm, the certificate has to be given by all partners. In case of limited company, certificate will be given by all directors excluding Government of India/ Financial Institution nominee and independent part time directors appointed by Govt. of India/ Governor of the state. The near relatives for the purpose are defined as:
  - vi. Members of a Hindu undivided family.
  - vii. They are husband & wife.
  - viii. The one is related to other as father, Mother, Son(s), Son's Wife (Daughter in law), Daughter(s) and daughter's husband (son in law), brother (s), and brother's wife, sister(s) and sister's husband (brother in law).
- ix. Particulars for empanelment of Outdoor Media Agency – Proforma enclosed at Section X as Form-I.
- x. Qualifying requirements for empanelment of Outdoor Media Agency Proforma enclosed Section XI as Form-II.
- xi. The bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to the terms and conditions of the EOI document. In case of deviations, a statement of deviations and exceptions to the provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- xii. An undertaking to the effect that bidder shall use only authorised products/material for the activities like posters, photographs, exhibitions, Web/ CD based production events, activations, retail branding etc. or any other services as desired by ATDC and shall indemnify ATDC for any claim of third party or losses or damages including litigation, if any, that may arise due to violation of IPRs by use of such products/ materials for ATDC marketing activities.
- xiii. A Corporate brochure of the agency.
- xiv. Any other document as required as per Clause 2 & 7 of Section-II and any other clause of the bid document.
- xv. The bidder agencies should provide documents in support of their experience in the best planning for hoardings, bus shelters, highways, railway and airport hoardings, digital signage's, retail and mall signage's, shop boards and panels, bus panels, rural wall paintings etc and execution of the same. For eligible projects describing relevant experience in outdoor advertising bidders have to submit purchase orders & actual site photographs.

## **10. NO. OF AGENCIES**

Out of the eligible bidders, ATDC will empanel only two- three agencies.

## **11. SCOPE OF WORK**

ATDC proposes to create a panel of Outdoor/Out of Home (OOH) agencies for OOH Media Creative and display services for ATDC Circles/Field units on pan India basis and also overseas for outdoor publicity through following OOH media modes:

- (i) Hoardings/Wall Paintings/Banners (Flex/Vinyl)/Glow Signage/Neon Signage etc.
- (ii) Computerized Animation Display Systems/LCD Screens
- (iii) Kiosks
- (iv) Bus panels
- (v) Bus Queue Shelters/Bus Stand Hoardings
- (vi) Train/Coach panels/Railway Station/Hoarding/Station Outdoor Media
- (vii) State/National Highways/Roads Hoardings
- (viii) Metro Rail Panel/Display Board/Pillar Kiosks



- (ix) Airport Advertising
- (x) Uni-poles /Subways side wall panels
- (xi) Auto Rickshaw/Signage's/Gantry/Mobile Van panels
- (xii) Digital Signage.
- (xiii) Point of sale display.
- (xiv) Glow sign boards/Shop Boards for ATDC franchisees/Dealers/Retailers etc.
- (xv) Malls Branding etc.
- (xvi) Events & Activation
- (xvii) Retail Branding at desired locations / premises of ATDC's resorts, hotels, offices etc.

To have a full fledged media service for implementation of ATDC's OOH media strategy, this shall include planning, negotiation & buying, execution, monitoring, reporting and accounting teams.

To focus on new media opportunities and innovative options and recommend suitable ideas on a continuous basis to ATDC, delivering maximum efficiencies.

To plan media based on best analytical media planning tools which exist from time to time with the agency and which maps one to one with the ATDC media strategies. The Agency will give access to such tools on a case-to-case basis to give better understanding on the planning process to ATDC.

To negotiate rates for agreed locations/sites and resolve any other issues arising from time to time with the media for exhibiting OOH advertisements.

To submit the estimates as per plan and get it approved by ATDC which will form the plan for the month and get the estimates approved from ATDC.

Agency will execute the "plan" as per the approved estimates from ATDC as per schedule of Municipal/Local Authorities for the site to be shared by ATDC, from time to time.

Agency will monitor the display for quantity and quality, quality to be defined and agreed by the approved agency using available tools. Access should be given to ATDC to handle the monitoring system.

ATDC may appoint a third party monitoring agency and the report by such agency shall be final. Outdoor Agency is required to inform the monitoring agency in case of change in plans, drop in sites etc. well in advance.

Agency will provide ATDC (circle marketing teams and the corporate media team) activity progress report as per agreed time frame with the issue resolution report during fresh campaigns.

## **12 BID SECURITY**

Pursuant to clause 7 of Section-II, the bidder shall furnish, as part of his bid, a bid security for an amount of Rs.5,00,000/-.The bid security is required to protect ATDC against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.7 of Section-II. The bid security shall be in the form of a D.D / Bank Guarantee, issued by a Nationalised bank in favour of "Assam Tourism Development Corporation Ltd.", valid for a period of 180 days from the date of **Bid opening**.

A bid not secured in accordance with clause 12.1 & 12.3 of Section-II shall be rejected by ATDC as non-responsive at the bid opening stage and returned to the bidder unopened.

The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible after the expiry of the period of the bid validity prescribed by ATDC pursuant to clause 13 of Section-II.

The successful bidder's bid security will be discharged upon the bidder's acceptance of the letter of intent in accordance with clause 21.3 of Section-II and furnishing the performance security and signing of the contract in accordance with clause 27 of Section II.

The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- (b) In the case of successful bidder, if the bidder fails:
  - (i) To sign the contract in accordance with clause 27 of Section-II. or
  - (ii) To furnish performance security in accordance with clause 27 of Section-II.
- (c) In both the above cases (12.7(a) & 12.7(b), the bidder will be banned and will not be eligible to participate in the EOI for same item for three years from the date of issue of the letter of intent. The bidder will not approach the court against the decision of ATDC in this regard.

## **13. PERIOD OF VALIDITY OF BIDS**

- i) Bid shall remain valid for 180 days from the date of opening of bids prescribed by ATDC. A bid valid for a shorter period shall be rejected by ATDC as non-responsive.
- ii) In exceptional circumstances, ATDC may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The bid security provided as per Clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to put any condition and/or modify his bid.

#### **14. FORMAT AND SIGNING OF BIDS**

The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

#### **D. SUBMISSION OF BIDS**

#### **15. SEALING AND MARKING OF BIDS**

Interested agencies may submit the sealed bids in two separate envelopes as detailed below:

Sealed Envelope I shall contain the bid in original duly super scribed as **“Expression of Interest for Empanelment of Outdoor Advertising agencies”**.

Sealed Envelope II shall contain BID SECURITY as mentioned in Clause 12 of Section II above & super scribed as **“Expression of Interest for Empanelment of Outdoor Advertising Agencies, “BID SECURITY”**.

The name and address of the bidder should be mentioned on each envelope.

Those who have downloaded the EOI document from ATDC’s website must submit a demand draft of Rs. 5000/- (Rupees Five thousand only) from any Nationalised bank in the favour of Assam Tourism Development Corporation Ltd.

#### **16 LAST DATE & PLACE OF SUBMISSION OF BIDS**

EOI complete in all respects may be submitted to the Sr. Manager (PR & Publicity), ATDC, (Name of the concerned person), 4th Floor, Asom Paryatan Bhawan, A.K. Azad Road, Paltan Bazar Guwahati 781008 by 06/02/2017 upto 3.00 PM. EOI received after due date & time shall not be entertained. Bid submitted through Post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.

ATDC shall at its discretion, extend this deadline for submission of bids by amending the EOI documents, in accordance with clause 6 of Section–II, in which case all rights and obligations of ATDC and bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.

#### **17 LATE BIDS**

Any bid received by ATDC after the deadline for submission of bids prescribed by ATDC pursuant to Clause 16 of Section-II, **shall be rejected and returned unopened to the bidder.**

## **18. MODIFICATION AND WITHDRAWAL OF BIDS**

The bidder may modify/ withdraw his bid after submission, provided that the written notice of modifications/withdrawal is received by ATDC prior to the deadline prescribed for submission of bids.

The bidder's modification/withdrawal notice should be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15 of Section-II. A modification/withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post, so as to reach **Senior Manager (PR and Publicity)-ATDC not later than the due date and time for submission of bids.**

Subject to clause 20, no bid shall be modified/withdrawn subsequent to the deadline for submission of bids.

## **E. BID OPENING AND EVALUATION**

### **19. OPENING OF BIDS BY ATDC**

ATDC shall open the bids in the presence of the bidders or their authorised representatives who choose to attend, at 2.00 PM on dt.07.02.2017. The bidders representatives who are present shall sign in an attendance register. Letter of authorization to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given at Section IX).

A maximum of two representatives for any bidder shall be permitted to attend the bid opening.

The bidder's names, modifications, bid withdrawals and such other details, as considered appropriate by ATDC, will be announced at the time of opening of bids.

If the date fixed for opening of bids is declared a holiday, the revised date of opening will be the next working day.

### **20 CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, ATDC may, at its discretion ask any bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

### **21. SELECTION PROCEDURE**

Evaluation of the eligible bids will be done based on following criteria.

<b>S.No</b>	<b>Assessment Criterion</b>	<b>Maximum Points</b>
1	Experience in outdoor campaigns in cities Experience in 40 or more than 40 cities	10
2	Presence in Major 5Cities (own media)	05
3	Company owned outdoor advertisement sites If greater than 100sites	10
4	Annual average turnover of the company: Greater than or equal to 50Cr per year OR 150 Crores in last three years	15

5	Presentation on strategy, Planning, Innovative ideas, etc.	40
6	ISO Certificate	10
7	Experience with state tourism Boards	10
	<b>Max. marks</b>	<b>100</b>

The presentation, at their own cost as per the details above, shall be given by each bidder to ATDC on a pre-defined theme (to be given by ATDC) and marks shall be awarded for the functional abilities of the agencies. Time allotted for presentation will be half an hour (maximum) to each eligible bidder. Evaluation shall be done based on the details furnished and the presentation given by the bidder in accordance with the clause 21.1 above. The bidders will then be ranked from top to bottom on the basis of the aggregate marks obtained by them. Top two bidders shall be finally short listed for empanelment and a letter of intent will be issued to each of them.

Selected agencies to which the letter of intent is issued in terms of clause 26 of Section II shall have to furnish a performance bank guarantee for an amount of Rs.10,00,000/- within 7 days after the receipt of the Letter of Intent.

ATDC's decision in regard to evaluation & selection shall be FINAL and binding.

## **22 CONTACTING ATDC**

No bidder shall try to influence ATDC on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

Any effort by a bidder to influence ATDC in ATDC's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **23 EMPANELMENT**

ATDC shall consider empanelment of Outdoor Media Agencies for services and evaluate as the most suitable from those eligible bidders whose offers have been found technically and commercially acceptable and evaluated as the most suitable by ATDC.

Award of work shall be considered on the basis of requirement as assessed by ATDC at a later date. Mere empanelment does not confer automatic rights to any Agency to secure the work/job.

Each selected agencies shall have to enter into an agreement with ATDC.

## **24 PROCEDURE FOR THE AWARD OF WORKS AND PAYMENT TERMS**

The fixation of rates for various OOH media modes as described in scope of work will be made through the tender amongst eligible empanelled outdoor advertising agencies.

The lowest rate (L1) based on the Techno-financial bid will then be offered To L-1 Bidder.

Payouts will be based on the availability of display in quantity and quality, quality to be defined and agreed with ATDC and Agency during the effective display period.

Agency shall submit the detailed invoices along with credit/debit notes in addition to following documents in support of such invoices:

- a. Photographs (with dates) of sites on the day of Installation or 1<sup>st</sup> week of the month. In case of a campaign changeover, the agency would be required to submit an additional photograph at the time of installation.
- b. Copy of the Release Order
- c. To provide monitoring reports along with digital photos with a date stamp on a CD for cities, to be agreed mutually by ATDC and Agency, monthly.

ATDC reserves the right to monitor the display by third party inspection.

The agency shall provide ATDC (circle marketing teams and the corporate media team) with MIS as per the format of reporting agreed upon mutually between ATDC and Agency.

The agency shall provide ATDC (circle marketing teams and the corporate media team) with activity progress report as per mutually agreed time frame with the issue resolution report during fresh campaigns.

The agency shall provide timely reports, any new idea for outdoor advertisements etc. and shall take appropriate approvals from ATDC from time to time before execution of any activity.

All vinyl's have to be installed at the site within the stipulated time in the as mutually agreed between ATDC and the Agency.

ATDC may appoint a third party monitoring agency and the report by such agency shall be final. Outdoor Agency is required to inform monitoring agency in case of change in plans, drop in sites etc well in advance

Notwithstanding anything contained in clauses 24.1 to 24.10 of section-II, ATDC at its discretion may assign the work of creative designing and /or Outdoor Media planning/release and/ as per ATDC's requirements and suitability of approved rates to any other agency.

## **25 ATDC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

ATDC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and thereby without incurring any liability to the affected bidder or bidders on the grounds of ATDC action.

## **26. ISSUE OF LETTER OF INTENT**

The issue of a letter of intent shall constitute the intention of ATDC to enter into a contract with the bidder for empanelment.

The bidder shall within 7 days of issue of the letter of intent, give his acceptance along with performance security in conformity with Section-VIII provided with the EOI document.

## **27 SIGNING OF AGREEMENT**

Signing of agreement shall constitute the contract for empanelment of the successful bidder. Upon the furnishing of performance security by the successful bidder, pursuant to clause 4 Section III, ATDC shall discharge the bid security as per clause 12 of Section II.

## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. APPLICATION**

The general conditions shall apply in the contracts made by ATDC for engaging the services to be rendered by the Empanelled Media/Advertising Agencies.

#### **2. STANDARDS**

The Empanelled Outdoor Advertising Agency shall abide by all relevant rules & regulations of the government as issued from time to time. The agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI).

#### **3. INTELLECTUAL PROPERTY RIGHTS**

All rights for reproduction, editing and future use for the creative layouts accepted for release and/or released by ATDC shall be with ATDC unless otherwise stated explicitly & agreed by ATDC at the time of accepting the layout. The Agency shall use only authorised products/ materials or have all rights of such Products/materials used for all advertisement like Posters, Photographs, CD based production etc. or any other services. The Agency shall indemnify ATDC against any third party claims of infringement of patent, copyright, trademark, industrial design or intellectual property rights arising from use of any design/model/photograph etc., if any, under the scope of contract.

#### **4. PERFORMANCE SECURITY**

Selected agencies to whom letter of intent is issued in terms of clause 26 of Section II shall have to furnish a performance bank guarantee for an amount Rs.10,00,000/- within 7 days after the receipt of the Letter of Intent.

Performance security shall be submitted in the form of a Bank Guarantee issued by any Nationalised bank. The Performa for the Bank Guarantee is available at Section VIII of the EOI document.

Performance security will be discharged by ATDC after completion of Agency's obligation under the contract.

If the Agency fails or neglects any of the bid obligations under the contract, it shall be lawful for ATDC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

The proceedings of performance security shall be payable to ATDC as compensation for any loss resulting from Agencies failure to complete its obligation under the contract.

The performance security bond will be discharged by ATDC after completion of Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

## **5. INSPECTION AND TESTS**

ATDC or its representative shall have right to inspect the services rendered by Outdoor Advertising Agency.

Should any inspection points out the need for improvement or the alteration necessary to improve, shall be incorporated by the agency free of cost to ATDC.

Nothing in clause 5 of Section-III shall in any way release the Agency from any warranty or other obligations under this contract.

If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfill the requirements of the contract, ATDC shall give the Agency notice setting forth details of such shortcomings or failure and the Agency shall make or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding seven days of the initial report. These replacements shall be made by the Agency free of all charges. Should it fail to do so within this time, ATDC reserves the discretion to reject and replace at the cost of the Agency the whole or any portion of service as the case may be, which is un-satisfactory or fails to fulfill the requirements of the contract. The cost of any such replacement made by ATDC shall be deducted from the amount payable to the Agency.

## **6. DELIVERY AND DOCUMENTS**

Delivery of Agency services shall be made by the Agency in accordance with the terms specified by ATDC in its schedule of requirements and special conditions of contracts/ work orders, and the services shall remain at the risk of the Agency. The deliverables shall be made over to the ATDC or the agency as given in the purchase order.

The Rendering of services shall commence immediately after the placement of Work Order/ Release Order on selected Outdoor Advertising Agency.

### **Training:**

The selected agency shall provide training for Outdoor advertising services to staff of ATDC free of cost where required and asked for by ATDC.

The agency in coordination with ATDC shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

The agency shall provide all training material and documents free of cost.

Conduct of training of ATDC's personnel shall be at the ATDC Headquarters or at any other place desired by ATDC.



## **7. PAYMENT TERMS**

7.1 Payment shall be admissible as per the clause 24 of Section-II. (a) No advance payment shall be made. (b) Payments, if any, shall be made subject to deductions of Tax at Source (TDS) and other duties/levies, if any.

### **Third Party work compensation**

The agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by ATDC in any litigation initiated by the third party.

### **Approval of the Estimates by the Client:**

The Agency shall implement the work assigned to it by ATDC on receiving written approval of its estimate submitted to ATDC.

## **8. CHANGES IN WORK / RELEASE ORDER / CONTRACT**

ATDC may, at any time, by a written order given to Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **9. SUB CONTRACTS**

The Agency shall notify ATDC in writing of all collaborations made, if any, with other firms registered in India by submitting terms and conditions and MOU made with the said firms in the original bid on or before due date of submitting the EOI document. Such notification in his original bid or later shall not relieve the Agency from any liability or obligation under the contract. The Bidders and their Partners/Collaborators shall be jointly or separately liable for due performance of obligations under the contract/work order.

## **10. DELAYS IN THE AGENCY'S PERFORMANCE**

Delivery of service and performance of the services shall be made by the Agency in accordance with the time schedule specified by ATDC in its Work Order/ Release Order. It also covers Saturdays/Sundays and other holidays where ATDC may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order/ Release Order, ATDC reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Agency and ATDC reserves the right to get the work done at the risk and cost of the defaulting agency.

Delay by the Agency in the performance of its delivery obligations shall render the Agency liable to any or all of the following sanctions:

a) Forfeiture of its performance security, b) imposition of liquidated damages) termination of the contract for default.

If at any time during the performance of the contract, the Agency or its Subcontractor (s) should encounter condition impending timely rendering the services and performance of service, the Agency shall promptly notify to ATDC in writing the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the Agency's notice, ATDC shall evaluate the situation and may at its discretion extend the period for performance of the contract.

If the services are not completed in the extended delivery period, the Release Order shall be short closed and the performance security shall be forfeited.

Quarterly review of performance of agency will be done and if the performance is not up to the mark or if there is any breach of Agreement then empanelment is liable to be cancelled. The decision of ATDC in this regard shall be final and binding.

### **LIQUIDATED DAMAGES**

The performance of service within prescribed time as stipulated in the contract/work order/release order, as the case may be, shall be deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of ATDC and be accepted by the consignee, such execution will not deprive ATDC of his right to recover liquidated damage under clause 11.2 below.

Should the agency fail to deliver the services as contained in the contract/work order/Release Order, as the case may be, within the period prescribed therein, ATDC without prejudice to other rights/remedies available, ATDC may recover and Agency share be liable to pay a sum equivalent to 0.5% of the value of the delayed services and/or undelivered material/services for each week of delay or part thereof for a period upto 10 (Ten) weeks and thereafter @ 0.7% of the value of the delayed services and /or undelivered material/services for each week of delay or part thereof for another 10 (Ten) weeks of delay. The total value of the liquidated damages shall be limited to a maximum of 12% (twelve percent) i.e. LD shall be levied upto 20 weeks only.

The LD as per the above clause shall be recovered for each failure of providing the agreed services under contract/work order/release order and same shall beset-off/adjusted against the running bills besides any other action/remedies of ATDC including termination of the contract.

## **FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of ATDC as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

Provided, also that if the contract is terminated under this clause, ATDC shall be at liberty to take over from the Agency at a price to be fixed by ATDC, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores required for the provision of services which may be in possession of the Agency at the time of such termination or such portion thereof as ATDC may deem fit, except such materials, bought out components and stores as the Agency may with the concurrence of ATDC elect to retain.

## **TERMINATION FOR DEFAULT**

ATDC may, without prejudice to any other remedy for breach of contract, by written one month notice of default, sent to the Agency, terminate the contract in whole or in part,

- a) if the Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by ATDC pursuant to clause 10 of Section-III. **or**
- b) if the Agency fails to perform any other obligation(s) under the Contract
- c) if the Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ATDC may authorize in writing) after receipt of the default notice from ATDC

In the event ATDC terminates the contract in whole or in part pursuant to para 14 of Section III, ATDC may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Agency shall be liable to ATDC for any excess cost for such similar goods. However, the Agency shall continue the performance of the contract to the extent not terminated.

#### **14. TERMINATION FOR IN SOLVENCY**

ATDC may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ATDC.

#### **15. ARBITRATION**

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of a person to be appointed by MD ATDC or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the MD, ATDC or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the MD, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the MD, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the MD ATDC or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the Managing Director, ATDC, or such other places as the arbitrator may decide.

- 16. SET OFF** Any sum of money due and payable to the Agency (including security deposit refundable to him) under this contract may be appropriated by ATDC or any other person or persons contracting through ATDC and set off the same against any claim of ATDC or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Agency with ATDC or such other person or persons contracting through ATDC
- 17.** The Agency shall fully indemnify, defend and hold ATDC harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against ATDC or which ATDC may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the Agency or its agents, employees or any matters arising upon or by virtues of this contract.

## SECTION IV

### SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of the contract shall supplement the `Instructions to the Bidders as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. (a) The bank guarantee for bid security as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per format given in Section-VII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number. This cover should be super scribed as "BID SECURITY FOR EXPRESSION OF INTEREST Ref .No. ATDC/2741/2017/408".  
  
(b) In case where the documents of bid security are not submitted in the manner prescribed under clause 2(a) above, cover containing the commercial, technical and financial offers SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
3. ATDC reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with ATDC.
4. ATDC reserves the right to ban a bidder for a suitable period for future business dealing with ATDC in case he fails to i) honor his bid or ii) fails to comply with the terms & condition of Agreement /contract.
5. ATDC reserves the right to counter offers price(s) against the price(s) quoted by any bidder.
6. The Selected bidder shall ensure secrecy of Advertising related brief, other data which is shared, its findings & recommendations etc.
7. The selected bidder/ agency shall ensure proper typo graph and lay out for each advertisement so that minimum space will be spent as far as possible.
8. That in case ATDC desires that the advertisement or other services to be published/ Broad casted/ telecasted in many other regional languages, free translation of advertisement text from English to Hindi and / or any of the regional languages shall be done by the Agency.
9. It shall be obligatory on the part of bidder to share the sources of secondary data, the database of primary data ATDC interviews/questionnaires etc. and any other item, which is not proprietary of the bidder.
10. Models used for ATDC for campaigns, individual ads. etc. will be selected by ATDC at no extra cost to ATDC Agency will secure rights for such work and indemnify ATDC against any future claim by the model soused.
11. ATDC will not be liable for any financial/ eligibility
  - i) From any establishment/organization/Company or any other person through whom the advertisement or other material/ services are realized by ATDC through the Agency
  - ii) From any person, model, authority from whom the Agency procured and lodged the materials like photograph, CD, Posters etc. in advertisement or other services as desired by ATDC.

In such eventuality the Agency will be personally liable for same including litigation cost at any subsequent stage, any dispute arises or legal action is taken by printer/ newspapers/ models/ or any kind of third party against ATDC for non-payment of the bills, dues, damages, loss etc.

12. The bidder has to arrange demonstration of the services to be supplied at his own cost.

### **13. PERIOD OF EMPANELMENT**

The empanelment of the selected Agency/Agencies shall be valid initially for a period of Five years.

The performance of empanelled agencies shall be reviewed after every three months. In the event of performance being unsatisfactory, ATDC may terminate the contract for empanelment and forfeit the performance bank guarantee by giving written notice of one month to that agency. In the event of cancellation of empanelment of any agency, ATDC may assign the vacated empanelment to the agency rated next. However, the selected agencies to whom letter of intent is issued in terms of clause 26 of Section II shall have to furnish a performance bank guarantee for an amount of Rs.10.00 Lacs within 7 days after the receipt of the Letter of Intent by the Agency. ATDC may assign the work to other approved agency of ATDC for which agency will have to furnish a performance bank guarantee. The decision of ATDC in this regard shall be final and binding.

**SECTION V**  
**SCOPE OF WORK**  
**As per Section-II, Clause11**

**The following will be the scope of work for the Empanelled Outdoor Advertising Agencies:-**

ATDC proposes to create a panel of Outdoor/Out of Home (OOH) agencies for OOH Media Creative and display services for ATDC Circles/Field units on pan India and also Overseas basis for outdoor publicity through following OOH media modes:

- (i) Hoardings/Wall Paintings/Banners (Flex/Vinyl)/Glow Signage/Neon Signage etc.
- (ii) Computerized Animation Display Systems/LCD Screens
- (iii) Kiosks
- (iv) Bus panels
- (v) Bus Queue Shelters/Bus Stand Hoardings
- (vi) Train/Coach panels/Railway Station/Hoarding/Station Outdoor Media
- (vii) State/National Highways/Roads Hoardings
- (viii) Metro Rail Panel/Display Board/Pillar Kiosks
- (ix) Airport Advertising
- (x) Unipoles/Subways side wall panels
- (xi) Auto Rickshaw/Signage's/Gantry/Mobile Van panels
- (xii) Digital Signage.
- (xiii) Point of sale display.
- (xiv) Glow sign boards/Shop Boards for ATDC franchisees/Dealers/Retailer setc.
- (xv) Malls Branding etc.
- (xvi) Events & Activation.
- (xvii) Retail Branding at desired locations, premises, offices, resorts, hotels, etc.

To have a full-fledged media service for implementation of ATDC's OOH media strategy, this shall include planning, negotiation & buying, execution, conducting events, activation, retail branding, monitoring, reporting and accounting teams.

To focus on new media opportunities and innovative options and recommend suitable ideas on a continuous basis to ATDC, delivering maximum efficiencies.

To plan media based on best analytical media planning tools which exist from time to time with the agency and which map's one to one with the ATDC media strategies. The Agency will give access to such tools on a case-to-case basis to give better understanding on the planning process to ATDC.

To negotiate rates for agreed locations/site, selection of location of events, participation of outdoor festivals, mapping of retail branding, activation and resolve any other issues arising from time to time with the media for exhibiting OOH advertisements.

To submit the estimates as per plan and get it approved by ATDC which will form the plan for the month and get the estimates approved from ATDC.

Agency will execute the “plan” as per the approved estimates from ATDC as per schedule of Municipal/Local Authorities for the site to be shared by ATDC, from time to time.

Agency will monitor the display for quantity and quality, quality to be defined and agreed by the approved agency using available tools. Access should be given to ATDC to handle the monitoring system.

ATDC may appoint a third party monitoring agency and the report by such agency shall be final. Outdoor Agency is required to inform the monitoring agency in case of change in plans, drop in sites etc well in advance.

Agency will provide ATDC (circle marketing teams and the corporate media team) activity progress report as per agreed time frame with the issue resolution report during fresh campaigns.



**SECTION VI**

**BID FORM**

**Ref .No. ATDC.2741/2017/408**

**DTD:20/01/2017**

To

Sr. Manager (PR) ATDC,  
4th Floor, Asom Paryatan Bhawan, A.K. Azad Road,  
Paltan Bazar  
Guwahati 781008.

Dear Sir,

- 1 Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per Clause 11, Section II in conformity with the said services to be rendered, conditions of contract and specifications.
- 2 We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
- 3 If our Bid is accepted, we will obtain the performance guarantee of a Nationalised Bank for an amount of Rs.10,00,000/- within seven days.
- 4 We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 Until a formal LOI is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.
- 8 We have submitted required bid security Rs. 5 Lakhs/ as per Clause 12.1, Section II of EOI document.

Dated this ..... day of .....2015

Name and Signature -----

-----In the capacity of -----Duly authorised to sign the bid for and on behalf of.....witness.....Address

.....Signature.

**SECTION VII**

**BID SECURITY FORM**

**(As per clause 12 of Section II)**

Whereas ..... (here in after called “the Bidder”) has submitted its bid dated.....for the Empanelment of Outdoor Advertising Agency for Assam Tourism Development Corporation Ltd. Having office at, 4<sup>th</sup> Floor, Asom Paryatan Bhawan, A.K.Azad Road, Paltan Bazar Guwahati 781008 vide **Ref. No. ATDC.2741/2017/408** dated-20/01/2017 KNOW ALL MEN by these presents that We ..... of ..... having our registered office at .....(hereinafter called “the Bank”) are bound unto ATDC(hereinafter called “ATDC”) in the sum of Rs. 5 Lakhs for which payment will and truly to be made of the said ATDC, the Bank binds itself, its success or sand assigns by these present.

The conditions of the obligation are:

- 1 If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form or
- 2 If the Bidder, having been notified of the acceptance of his bid by ATDC during the period of bid validity.

- (a) ) Fails or refuses to execute the Contract, if required; or**
- (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder; or**
- (c) Fails to honor the bid.**

We undertake to pay to ATDC up to the above amount upon receipt of its first written demand, without ATDC having to substantiate its demand, provided that in its demand, ATDC will note that the amount claimed by it is due to it owing to the occurrence of one or combination of above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 12 and 26 of Section II of the EOI Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name  
Signed in Capacity of  
Name & Signature of witness  
Full address of Branch  
Address of witness Tel No. of  
Branch Fax No. of Branch

**SECTION VIII**

**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of ATDC having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Agency (s)" from the demand under the terms and conditions of EOI and an agreement No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ for work specified in the agreement referred above (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said Agency (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (Agencies) do hereby undertake to pay to ATDC an amount not exceeding \_\_\_\_\_ due to breach of any terms & condition of said agreement by the agency or by reason of the agency's failure to perform the agreement or loss or damage caused to or suffered or would be caused to or suffered by the ATDC by reason of any breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement.

1 We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from ATDC stating that the amount claimed is due by reason of breach of any terms & conditions of the said agreement by the agency or by loss or damage caused to or would be caused to or suffered by ATDC by reason of breach by the said Agency(s)" of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)" failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of ATDC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

2 We undertake to pay to ATDC any money so demanded notwithstanding any dispute or

disputes raised by the Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency(s) shall have no claim against us for making such payment.

3 We (name of the bank)\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ATDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ATDC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Agency(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIVE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

4 We (name of the bank)\_\_\_\_\_ further agree with ATDC that ATDC shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ATDC against the said Agency(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency(s) or for any forbearance, act or omission on the part of ATDC or any indulgence by ATDC to the said Agency(s) or by any such matter or thing whatsoever which under the law relating to sure ties would, but for this provision, have effect of so relieving us.

5 This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).

6 We (name of the bank)\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of ATDC in writing.

Dated the\_\_\_\_\_day of\_\_\_\_for  
\_\_\_\_\_  
\_\_\_\_\_(Indicate the name of bank)

**SECTION IX**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach Manager (PR) before time of bid opening)

To,  
Manager (PR &Marketing)  
4th Floor, Asom Paryatan Bhawan, A.K.Azad Road,  
PaltanBazar , Guwahati 781008. .

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the  
EOI no -----Mktg dated .....for Empanelment of Outdoor Advertising Agencies.

Following persons are hereby authorised to attend the bid opening for the EOI mentioned  
above on behalf of \_\_\_\_\_  
(Bidder) in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
I		
II		
Alternate Representative		

**Signatures of the bidder Or of  
the Authorised Signatory**

**Documents on behalf of  
the bidder.**

**(Maximum of two representatives for any bidder shall be authorised and permitted to  
attend the Bid Opening.)**

## SECTIONX

### FORM-I

#### **PARTICULARS FOR EMPANELMENT OF OUTDOOR MEDIA AGENCIES**

(to be submitted by Outdoor Advertising Agencies on their letterheads)

- (i) Name of the Outdoor Advertising Agency
- (ii) Address of Office in  
Guwahati / Kolkata  
Tel. Nos.  
Mobile  
Nos. Fax  
No.  
E – mail
- (iii) Full address of the head office/other  
offices Tel. Nos.  
Mobile  
Nos. Fax  
No.  
E – mail
- (iv) Name of the contact person at ATDC (with  
designation) Tel. Nos./Mobile Nos.  
Fax No.  
E-mail
- (v) Year of Establishment Legal status of agencies (Proprietor/Partnership/Private  
Ltd./Public Ltd.)
- (vi) Whether serving other tourism development corporations/boards etc. recently or has  
served in the past, if so, please attach a copy of appointment of empanelment and  
other suitable proof such as copies of work orders at various times.
- (vii) Infrastructure facilities available with the agencies.
  - No. of persons working (separately for different offices)
  - Whether Art Deptt. Exists
  - No. of creative members
  - If a full-fledged studio exists(Details)
  - Recording facilities
  - Printing facility, if tie up with any press then state

- No. of Media experts -  
Research/Analysis tools
  - Power backup
- Events Managers /  
Organizers
- Retail Branding experts
  - Computer hardware and software facilities -  
Working days and hours
  - Any other

(viii) Name of Proprietor/Partner/Managing Director, Directors, top management and the officials proposed for handling ATDC account (separate sheet may be enclosed with Bio-data and other details).

- (ix) List of clients presently serving (public sectors/private sectors).
- (x) List of telecom sector PSUs/companies/tourism corporations/boards serviced (Attach copies of Award Letters)
- (xi) Details of awards in Outdoor media / visuals from the reputed organization. (attach copies of certificates).
- (xii) BG for Bid Security / ATDC receipt no:(Attach)
- (xiii) Why do you think that you are suitable for empanelment with ATDC?
- (xiv) **Dedicated teams of Professionals for ATDC:**

Name, designation, qualification, telephone numbers and experience of each professional should be indicated. In case any professional is not fully and exclusively assigned to the ATDC account, then the percentage of time in a year that he/she shall be devoting to ATDC account should be clearly mentioned along with existing office infrastructure.

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 \_\_\_\_\_

**(Authorised Representative)**

**Note:**

1. If needed, the agency can use separate sheets for explaining the above points.
2. ATDC reserves the rights to verify the facts given by the agency, with the authorities, if so required.

**SECTION XI**

**FORM-II**

**QUALIFYING REQUIRMENTS FOR EMPANELMENT OF OUTDOOR MEDIA AGENCIES**  
(To be submitted by Outdoor Advertising agencies on their letterheads)

Turnover of average annual minimum Rs. 50.00 crore (Rupees Fifty Crore) per year OR consolidated Rs.150 Crore (One Hundred Fifty Crores) in last three years as per audited P&L statement of Account. (Attach Xerox attested Copy)

**Financial Year Rs. In crore**

- (I) 2013-2014 -----
- (II) 2014-2015 -----
- (III) 2015-2016 -----

- 1 Details of Full-fledged office in Guwahati / Kolkata.
- 2 Service tax Regn. No., filing challan (Attach photocopy). Copy of certificate of incorporation/ registration/ agreement for consortium.
- 3 Audited Balance Sheets, P&L Statement and Income Statement filed for the last three financial years.
- 4 PAN of the agency.
- 5 I/we certify that none of my/our (partners/ directors) relative(s) as defined in EOI document is/are employed in ATDC as per details given in EOI document. In case at any stage, it is found that the information given by me/us is false/incorrect, ATDC shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/us.

Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_

(Authorised Representative)