

THE H.P. STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED, TOTU,  
SHIMLA- 171011.

No.387/P&I-8/15-XXIII

Dated: 28.08.2018

'Expression of Interest'

Expression of interests are invited for hiring an **Advertising Agency** for the sale of Milk and Milk products within the state and outside the state under the brand name of "HIM" H.P. **Milkfed**, apex body of the State of Himachal Pradesh undertaking production and marketing of quality milk and milk products. The parties interested may send their expression of interest in sealed condition by hand / courier post/ Speed post to **Managing Director, The H.P. State Co-op. Milk Producers' Federation Ltd., Totu, Shimla- 171011 on or before 04:00 PM on dt.17.09.2018.** The sealed offer would be **opened on dt.18.09.2018 at 11:30AM.** Offer in open or through fax will not be entertained. The **TOR** and eligibility criteria may be downloaded from website [hp.gov.in/hpmilkfed](http://hp.gov.in/hpmilkfed). However, the Managing Director reserves the right to accept or reject the tender without assigning any reason.

Sd/-  
Managing Director

**TENDER DOCUMENT FOR HIRING AN ADVERTISING AGENCY FOR SALE  
PRODUCT**

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**Tender No. & Date:387/P&I-08/15-XXIII**

**Dt:28.08.18**

**TENDER DOCUMENT  
FOR  
HIRING AN ADVERTISING AGENCY  
FOR THE SALE OF MILK AND MILK PRODUCTS WITHIN THE STATE AND  
OUTSIDE THE STATE**

**MANAGING DIRECTOR,  
THE H. P. STATE CO-OPERATIVE MILK  
PRODUCERS' FEDERATION LTD.,  
TOTU (SHIMLA) – 171 011**

TENDER DOCUMENT FOR HIRING AN ADVERTISING AGENCY FOR SALE  
PRODUCT

H.P.Milkfed Totu, Shimla-171011

TENDER DOCUMENT  
FOR HIRING AN ADVERTISING AGENCY  
FOR  
SALE OF MILK AND MILK PRODUCTS

PARTICULARS OF TENDERER  
(To be filled by the tenderer in block capital letter)

01. Party Name \_\_\_\_\_
02. Full Address (With Pin Code No.) \_\_\_\_\_  
\_\_\_\_\_
03. Phone No.(With STD Code) \_\_\_\_\_
04. E-Mail/Fax no. \_\_\_\_\_
05. Mobile No. \_\_\_\_\_
06. TIN & PAN No. \_\_\_\_\_
07. GST No. \_\_\_\_\_



# TENDER DOCUMENT FOR HIRING AN ADVERTISING AGENCY FOR SALE PRODUCT

THE H. P. STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED, TOTU, SHIMLA- 171011 plans to hire an Advertising Agency for promoting the sale of Milk and Milk Products within the State and outside the State.

## TOR and Terms & conditions:-

### A. Scope of Work:-

The Agency would be responsible for the following:

01. All concept development, copy writing, designing & artworks for all the advertising needs of HP Milkfed brands and its sub-brands.
02. Packaging development: designing and art work.
03. Brand building
04. Brand manual and identity.
05. Marketing, distribution and channels ideas.
06. Concept for events, promotion and digital platforms.
07. Designing development and art works of various POS materials for HP Milkfed and sub-brands.
08. Designing of outdoors including hoardings, banners, uni-poles, flanges and any other similar items.
09. Ideas for on ground activations, designing of related collaterals, backdrop etc.
10. Concept ideas for HP Milkfed and its sub-brands.
11. Supervision of production of still shooting, film shoots, music, editing etc.

### B. Eligibility Conditions:

01. Agency with creative experience of minimum 10 years having worked with at least 4 popular brands/ organizations with turnover of minimum 500 Crores with at least two dairy brands.
02. Having produced advertising campaign and films (soft copy proof)
03. Having design studio with all relevant designing software (with documentary proof).
04. Complete understanding of various types of packaging designs, material and printing processes.
05. Good understanding of digital platform a contagious ideas and social media.

### C. Financial Quote:

01. The rates may be quoted on monthly retainer ship basis initially for a period of one year which may be extended upto 3 years on mutual consent basis.
02. The rate may be quoted inclusive of all taxes.
03. The successful parties has to arrange his own stay, travel and transport in the state.

### D. General conditions:-

01. It is mandatory upon the bidders to submit demand drafts towards Earnest Money Deposit, all requisite documents, certificates etc. as specified in tender document in a envelop duly superscripted "Tender for hiring an Advertising Agency for the sale of Milk and Milk products within the State and outside the State" to be opened on dt.18.09.2018 at 11.30 AM " mentioning enquiry number and date and should be sent by registered post/ speed post/ courier / by hand addressed to the Managing Director, THE H.P. STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD, TOTU, SHIMLA-171 011 so as to reach this office on or before 17.09.2018 up to 04:00 PM.
02. Tenderer should furnish their complete address for the purpose of communication pertaining to tender and should be accompanied by non interest bearing earnest money in the shape of bank draft equal to 2.5% of the annual quoted amount on any scheduled bank in Shimla in the name of Managing Director H.P. Milkfed Ltd., Totu, Shimla payable at Shimla. On finalization of the tenders the EMD of the successful bidder will be retained. The EMD of remaining unsuccessful bidders will be returned and shall not carry any interest.
03. Conditional tenders / tender not accompanied by the requisite earnest money shall not be considered / entertained.
04. The tender received without earnest money and cost of tender document shall summarily be rejected.



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Manager (P&I)  
H.P. Milk Fed. H.Q.  
Totu, Shimla - 171014

# TENDER DOCUMENT FOR HIRING AN ADVERTISING AGENCY FOR SALE PRODUCT

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05. Negligence of tenderer in preparing the tender confers no right to withdraw after submission and opening.
06. The tenderer is expected to study and understand all instructions, forms specifications, terms and conditions in the tender document. Failure to furnish all the information sought in the tender document or submission of a tender not substantially responsive to the tender documents in every respect shall be at the risk of tender and may result in rejection of tender.
07. No tenderer will be permitted to withdraw their tender in whole or any one of this tender before final decision of the tenders by the competent authorities concerned.
08. Duly executed power of attorney should be submitted in original along with the technical bid authorizing the bidders' representative to sign/participate in the tender proceedings including techno-commercial discussions, whenever required.
09. The E.M.D. of successful bidder shall be retained and returned to him only after successful execution of order. In case successful bidder fails to comply with the objectives within the stipulated period his EMD shall be forfeited and the agreement signed there in cancelled.
10. Any attempt of negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
11. The contractor shall not sub let any part or whole of the works. Except where otherwise provided by the contract, the Contractor shall not sub let any part of the works without prior written consent of the HP Milkfed. The contractor shall make his own arrangements for the engagements of all labour, local or otherwise, and save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof.
12. The party applying for the offer must have the TAN/ PAN No./GST No. issued by the Income Tax Department and copy of the same must be submitted alongwith the tender.
13. The Managing Director, HP Milk Federation reserves the right to reject any tender without assigning any reasons after gives one month notice.
14. **FORCE MAJEURE CLAUSE:** The tenderer shall not be liable for forfeiture of its performance security/EMD liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure. For the purpose of this clause, "Force Majeure" means an event beyond the control of the tenderer and not involving the tenderers fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the tenderer shall promptly notify the Purchaser in writing of such conditions and cause thereof. Unless otherwise directed by the Purchaser, in writing the Tenderer shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
15. **Arbitration:** In case of any dispute of controversy arising out of the contract. The same shall be referred for arbitration to the Managing Director, H.P. Milk federation or his nominee, whose decision shall be final and binding on the both the parties. The arbitration proceedings shall be held at Shimla only under the arbitration and conciliation Act-1996 and the rules framed thereafter.
16. Any dispute arising out of this contract shall be settled by the competent courts within the jurisdiction of Shimla town.

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