

**Petroleum Conservation Research Association
(Ministry of Petroleum & Natural Gas)
Sanrakshan Bhavan, 10 Bhikaji Cama Place
New Delhi 110 066**

**Tender Document
For selection of Advertising Agency
for Pan India Campaign on Petroleum
Conservation**

Cost of Tender Document: Rs. 2,000.00 (Rupees Two Thousand Only)

Agencies downloading the tender document shall have to deposit the amount by way of DD in favour of PCRA at the time of submission of the tender

N.B. Please check that all the 42 pages are intact in the document

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Tender Notice

Petroleum Conservation Research Association (PCRA) is a non profit registered society under the Ministry of Petroleum & Natural Gas, Government of India engaged in promoting petroleum conservation in various sectors of economy since 1978. PCRA plans to launch a special Pan- India campaign on Petroleum conservation and invites applications from highly experienced and reputed agencies meeting the following eligibility criteria:

- i. Agency should be accredited with INS for last 10 years.
- ii. Agency should have full-fledged office in Delhi and Mumbai with complete infrastructure and manpower/creative personnel.
- iii. The gross annual billing of the agency should not be less than Rs. 100 Crores per year for last 3 years (2004-05, 2005-06 & 2006-07).

Agencies fulfilling the above eligibility criteria may collect the tender document from the PCRA office during 09:30 to 17:30 hrs. up to 09.08.2007 by paying Rs 2000/- by way of DD in favour of PCRA payable at Delhi and submit the completed tender latest by 3.00 pm on 10.08.07. Incomplete applications shall be summarily rejected. PCRA reserves the right to reject any or all applications without assigning any reasons thereof.

Additional Director (Education Campaign)
PETROLEUM CONSERVATION RESEARCH ASSOCIATION
(Ministry of Petroleum & natural Gas)
Sanrakshan Bhavan, 10 Bhiukaji Cama Place'
New Delhi 100 066
Email: pcra@pcra.org, website: www.pcra.org

Tender Document

Petroleum Conservation Research Association (Ministry of Petroleum & Natural Gas)

The Executive Director, PCRA invites sealed tender in prescribed Performa from highly experienced and reputed advertising agencies for the following.

- | | |
|---|--|
| 1. Name of Job: | : Selection of Advertising Agency for Pan India Campaign on Petroleum Conservation |
| 1. Earnest Money Deposit | : Rs. 10 Lakhs |
| 2. Cost of Tender Document | : Rs. 2,000.00 |
| 3. Sale of Tender | : From 27.07.07 to 09.08.07 during working hours.
(09:30 hrs. to 17.30 hrs.) |
| 4. Last Date and Time of Submission of Tender | :10.08.07 up to 15:00 Hrs. |
| 5. Date and Time of opening Tender | :10.08.07 at 15:30 Hrs or there after |
| 6. Tender issuing Authority | : Additional Director (Education Campaign) |
| 7. Tender receiving Authority | : Additional Director (Education Campaign) |
| 8. Duration of Contract | : Minimum Eight (8) Months |

The Tender Document can be collected from Additional Director (Education Campaign), PCRA, 3rd Floor, Sanrakshan Bhavan, 10 Bhikaji Cama Place, New Delhi 110 066 on payment of Rs. 2,000/- in the form of DD in favour of PCRA payable at Delhi against the cost of tender document on the date mentioned above except Saturdays, Sundays and Holidays. If the last date of submission of the tender happens to fall on holiday, the same will be extended on the next working day.

Submission of Bids after the due date and time will not be entertained/accepted under no circumstances.

Instructions

The parties intending to become the advertising agency for PCRA may kindly go through the enclosed document thoroughly and submit their tender by the prescribed date along with an EMD of Rs. 10 Lakhs in the form of Demand Draft/Bank guarantee from a Nationalised/Scheduled bank in favour of PCRA, payable at New Delhi. EMD will not bear any interest.

All the documents received will be processed for short listing and a final selection will be communicated within four weeks of the receipt of the tender documents to the short listed agencies only.

Pre Qualification Criterion

As a pre-qualification, the agency must fulfill the following criterion:

1. The Agency should be accredited with INS for last 10 years. Submit proof thereof.
2. The Agency should have full-fledged office in Delhi with infrastructure and man power/ creative personnel. The Agency should also preferably have offices in Metros Chennai, Kolkata, Mumbai and other major cities.
3. The gross annual billing of the agency should not be less than Rs. 100 Crores per year for last 3 years (2004-05, 2005-06 and 2006 -07). Attach Chartered Accountant's Certificate. Also please attach copies of Audited Balance Sheet, P&L Accounts and IT Return Statement of each year.
4. The Agency should be a firm/company registered/incorporated in India. Submit proof thereof.
5. The Agency should have adequate personnel to handle the campaign. The agency should furnish the complete details along with CVs of important 15 to 20 personnel.
6. The Agency should be equipped with all facilities for providing 360 degrees services viz. Print, Television, Radio, Outdoor Publicity, Public Relation, Promotion, Direct Marketing, Internet Advertising, Exhibition, Events, Rallies, Design/Printing of Literatures, Website Designing etc. all under one roof. Submit proof thereof.
7. The Agency should not be blacklisted by any Central /State Government / Public Sector Undertaking India.
8. The agency should submit the credentials with respect of job carried out during last 3 years.

Scope of Work

1. The Agency shall prepare the complete strategy and creative for all mass media, viz. television, radio, print etc.
2. Concept design and production of TV commercial (60/30/10 seconds)
3. Concept design and production of radio jingle (60/30/10 seconds),
4. Concept design and production of print ad of different sizes.
5. Public relation and publicity in all media.
6. Events/ Rallies/ /Exhibition
7. Outdoor Publicity
8. Internet Advertising
9. Direct Marketing

The campaign will be carried out in twelve languages for various media as per TG segmentation. The languages will be: Hindi, English, Assamese, Bengali, Gujarati, Kannad, Malayalam, Marathi, Oriya, Punjabi, Tamil and Telugu.

INTRODUCTION

About PCRA

Petroleum Conservation Research Association (PCRA), established in 1978, is a non-profit registered society (Society's Registration Act 1860) under the Ministry of Petroleum & Natural Gas, Govt. of India, with a mission of efficient energy utilization & environment protection leading to conservation and improvement in quality of life.

Organization Set-up

PCRA has its headquarters based in Delhi with four Regional offices in the four metros, viz. Delhi, Mumbai, Kolkata and Chennai. Apart from its regional offices, Each Region is supported by sub-regional offices in various states of the country manned with multi-disciplinary engineers to take up PCRA activities on Pan India basis.

Functions of PCRA

PCRA provides direct services in fuel efficiency and sustainable development through various activities.

Its industrial programs focus on improvement in fuel efficiency through up gradation of technologies and reducing wastage, brought out through energy audit in large, medium and small-scale industries.

In transport sector, it conducts variety of programs for State Transport Undertakings, Private Fleet Operators, Organizations in Private & Public Sector to promote efficient use of Petrol, Diesel, Lubricants and Greases through better maintenance practices, inculcating better driving habits, Model Depot Studies, Workshops and Clinics etc.

Research & Development is a major wing of PCRA and it sponsors R&D projects on energy-efficient technologies to country's reputed and leading institutions and research laboratories.

PCRA also provides conservation services in Domestic and Agriculture sector. In domestic sector, it carries out LPG Clinic amongst housewives to motivate them on adopting LPG saving tips.

In agriculture sector, PCRA extends assistance through need-based rectification and replacement of foot valves, pump sets with ISI marked equipments apart from holding work shops, rallies, van publicity, kisan mela etc.

Education Campaign

While the above activities form the gamut of direct services, PCRA endeavours to educate people all over the country on the need and measures of petroleum conservation under its most important function of Education Campaign. Over the years, PCRA has been propagating the message of petroleum conservation through various media, viz. Television, Newsprint, Radio, Outdoor Publicity, Literature/Pamphlets/Brochures, Events & Exhibitions.

Why the need of Pan India Campaign on Petroleum Conservation?

India spends maximum of its foreign earnings on importing crude oil for meeting its growing energy demand. On the other hand, Global warming is the looming concern today. CO₂ is the largest contributor to the phenomenon of global warming and petroleum products are the largest source of CO₂ emission into the environment. CO₂ cannot be stopped being emitted from burning of petroleum products, but it certainly can be reduced to a great extent by way of efficient utilization of these products and that is where the role of PCRA critically comes into fore.

Following are major concerns why India drastically needs a national movement on petroleum conservation in order to promote fuel efficiency in each sector of the economy:

- World 8 years away from being a living hell - IPCC report - May 2007.
- 450 MMT out of 1100 MMT of CO₂ emissions in India from fossil fuels (POL).
- India 5th largest emitter of CO₂ in the world after USA (5800MT), China (4732 MT), Russia (1529 MT) & Japan (1215 MT).
- Growth of consumption of petroleum products in the Xth Plan was 2.6% annually, when the economy is growing at 8% per annum.
- Projected growth rate of petroleum products for India is 2.4% per annum till 2030.
- Efforts mostly on supply side management (SSM) i.e. NELP, acquisition of assets abroad, JVs with leading oil majors for setting up refineries etc.
- Cost of demand side management is a fraction as compared to SSM
- DSM reduces CO₂ emissions
- Most developed and emerging nations heavily into DSM
- Good DSM will ensure that India emerges as an environmentally responsible super power.
- China targeting for 20% reduction between 2006 and 2010!!
- Energy Policy for Europe(EPE)2007 :20% reduction in energy consumption by 2020.
- Japan - 9.2 times more energy efficient per \$1000 of GDP compared to India.
- Energy consumption levels today in Industrial sector in Japan is same as 1973 levels!!!

- India consumes petroleum products worth Rs 4 lakh Crores per annum !!!
- A 2 - 2.5 % conservation would result into a saving of Rs. 8000 - 10000 crores per year !!!
- With concerted conservation efforts, India can achieve 8% GDP growth rate which could be almost POL neutral !!!

With the above backdrop in mind, PCRA intends to give a new thrust and direction to conservation activities in the country to bring conservation on the forefront of the National Agenda. Ministry of Petroleum & Natural Gas, Govt. of India has allocated a budget of Rs. 40 Crores to PCRA to carry out this special campaign.

Target Group

PCRA's prime objective is to promote efficient utilization of petroleum products in India. On an average, the consumption pattern of petroleum products in India is as follows:

Transport (Petrol, Diesel, CNG, Aviation Fuel):	51%
Industry (Petrol, Diesel, Fuel Oil, Naphtha, Natural Gas):	14%
Commercial & Others	13%
Domestic (LPG & Kerosene):	18%
Agriculture (Diesel):	4%

Transport Sector

State wise Transport Density in India
(As per data of Ministry of Road Transport)

Sl.	State	No. of Vehicles (in lakhs)	%age of total	Rank
1	Maharashtra	89.69	12.33	1
2	Tamilnadu	85.75	11.79	2
3	Gujarat	70.87	9.75	3
4	Uttar Pradesh	64.60	8.88	4
5	Andhra Pradesh	57.19	7.80	5
6	Delhi	25.48	5.83	6
7	Karnataka	39.77	5.47	7
8	Rajasthan	38.34	5.27	8
9	Madhya Pradesh	38.04	5.23	9
10	Punjab	35.29	4.85	10
11	Kerala	27.92	3.84	11
12	Haryana	25.48	3.50	12
13	West Bengal	25.48	3.50	13
14	Orissa	15.25	2.10	14
15	Jharkhand	12.17	1.67	15
16	Chattisgarh	12.16	1.67	16
17	Bihar	7.51	1.03	17
18	Assam	7.27	1.00	18
19	Chandigarh	5.86	0.81	19
20	Uttaranchal	5.16	0.71	20
21	Jammu & Kashmir	4.39	0.60	21
22	Goa	4.36	0.60	22
23	Pondichery	3.13	0.43	23
24	Himachal Pradesh	2.89	0.40	24
25	Nagaland	1.72	0.24	25
26	Manipur	1.06	0.15	26
27	Tripura	0.76	0.10	27
28	Meghalaya	0.73	0.10	28
29	Daman & Diu	0.48	0.06	29
30	Mizoram	0.42	0.06	30
31	Dadra & Nagar Haveli	0.35	0.05	31
32	Andaman & Nicobar	0.28	0.04	32
33	Arunachal Pradesh	0.21	0.03	33
34	Sikkim	0.17	0.02	34
35	Lakshadweep	0.05	0.01	35
Total		727.00		

Tips on Fuel conservation in transport sector

- Delhi alone burns petrol/diesel worth Rs. 994 Crores per annum at traffic red lights
- Switch off your engine beyond 15 seconds at traffic red lights to reduce your petrol bill
- Drive your car at 45 KMPH and save petrol up to 15% against driving at 65 KMPH
- If you drive your car at 80 KMPH, you burn 30% more petrol Correct tyre pressure can save up to 10% petrol
- Maximize use of 5th gear to get better mileage
- Drive in correct gear always for fuel efficiency - incorrect gear driving can lead you 20% increase in fuel consumption
- Keep your engine healthy by regular tuning - it saves you 6% fuel
- Clean your air filter regularly - dust causes rapid wear of engine components and increases fuel consumption
- Avoid frequent apply of Brakes. "stop-and-go" driving wastes fuel. Save fuel by anticipating stops and adjusting your speed accordingly
- Riding the clutch damages clutch linings and causes loss of energy. Keep your foot off the clutch and save fuel
- Don't wait for your car engine to warm up. Drive in low gear till the engine warms up and save fuel
- Share your car for car pool. It considerably reduces your monthly fuel bill
- Even though a slightly longer route, you get more mileage per liter if you take a less congested route
- Judicious use of car Air Conditioner can result in considerable fuel saving. You burn 20% more fuel when AC is in use
- Unnecessary loads increase fuel consumption. A reduction in weight increases fuel efficiency.
- Check the car manual and oil manufacturer's recommendations before using any particular grade of oil. Use recommended grade of engine oil.

Industrial Sector

States with high industrial density

State	Types of Industries
Maharashtra	Oil Refinery, Petrochemical, Automobiles, Food Processing, Leather, Floriculture, Textiles, Auto Parts, Pharmaceuticals.
Gujarat	Oil Refinery, Petrochemicals, Textiles, Food Processing, Dairy, Leather, Gems & Jewelry, Electronics, Pharmaceuticals.
Tamilnadu	Oil Refinery, Mineral based industries, Leather, Engineering Industry, Pharmaceuticals, Cotton Textiles, Wood Products, Agro bases Industry, Chemical, Automobiles, Poultry, Auto Parts
Karnataka	Automobile, Electronics & Telecommunications, Agro based, Apparel, IT, Bio technology, Handicraft
MP	Cement, Automobiles, Processing, Fertilizer, Paper & Pulp, Electronic Goods, Rubber
Andhra Pradesh	Oil Refinery, Automobile, Mines & Minerals, Textiles, Horticulture, Poultry, IT, Auto Parts
Haryana	Automobile & Auto Parts, Bicycle, Tractor, Machinery, Handloom & Handicrafts, Consumer Durables
Chandigarh	Paper, Chemicals, Metal & Alloys, Machinery, Food Products, Metal, Electrical Goods
Jharkhand	Coal Mining, Heavy Engineering, Textiles, Steel, IT
Rajasthan	Mineral, Agro based industries, Cement, Textiles
Kerala	Oil Refinery, Textiles, Minerals, Biotechnology, Petrochemicals, Rubber, Light Engineering
Orissa	Cement, Minerals, Paper, Iron & Steel, Sugar, Fertilizer
Punjab	Textiles, Pharmaceuticals, Dairy, Poultry, Machine Manufacturing, Electronics, Animal Husbandry, White goods
UP	Auto Ancillaries, Electronics, Engineering
WB	Tea, Jute, Paper, Leather, Engineering
Uttaranchal	Handicrafts, Handlooms, Waxed based
Bihar	Oil Refinery, Engineering Industries, Sugar Mills
Pondichery	Auto Components, Metal, Textiles, Leather, Agro based

Tips on fuel conservation in industrial sector

- Undertake regular energy audit to reduce your energy bill
- Leakage of one drop of oil per second amounts to a loss over 200 liters of oil every year - Carry out energy audit in your industry
- Incomplete combustion leads to wastage of fuel - Carry out energy audit to identify wastage
- Recover and utilize waste heat from furnace flue gases for preheating of combustion of air - Carry out energy audit in your industry
- Reduce heat losses through furnace openings - Carry out energy audit in your industry
- Recover heat from steam condensate - Carry out energy audit in your industry
- Improve boiler efficiency by checking radiation loss, incomplete combustion, blow down loss, excess air and save up to 20% fuel - Carry out energy audit in your industry
- Maintain steam pipe insulation to save considerable amount of fuel - Carry out energy audit in your industry

Commercial Sector

Cities for Commercial Campaign

City	City	City	City
Delhi	Mumbai	Chennai	Lucknow
Kolkata	Bangalore	Hyderabad	Kanpur
Pune	Ahmedabad	Cochin	Agra
Goa	Gurgaon	Bhubneswar	Udaipur
Bhopal	Jaipur	Trivandram	Nagpur

Tips on fuel conservation in Commercial Sector

- Carry out energy audit in big buildings to reduce electricity consumption. You can reduce your energy bill up to 35% by auditing your building
- PCRA has already carried out prestigious energy audits in Govt. Buildings, viz. North Block, South Block, Shastri Bhavan, Krishi Bhavan, New Delhi.

DOMESTIC SECTOR

Consumers of Domestic Sector are the users of LPG and Kerosene. LPG users are educated and semi-educated, while kerosene users are BPL. Consumer of Domestic Sector therefore are uniformly spread across the country

Tips on fuel conservation in Domestic Sector

- A few minutes of planning ensures a big fuel saving.
- Pressure cooking saves fuel.
- Use optimum quantity of water in cooking to save fuel.
- Reduce the flame when boiling starts.
- Soak before cooking.
- Shallow, wide vessels save fuel.
- Put the lid to prevent heat losses and save fuel.
- Use of the small burner saves LPG.
- A clean burner helps save LPG.
- Allow frozen food to reach room temperature before cooking and save LPG.
- Plan your meal timings and save LPG or electricity on reheating food.
- For kerosene saving, we need to promote kerosene wick lamp (KFL - Kerosene Fluorescent Lamp) that saves 50% kerosene in comparison to the conventional bottle and flick kerosene lamp

Agriculture Sector

States for agriculture campaign:

State	State	State
Punjab	Andhra Pradesh	Haryana
Chhatisgarh	Maharashtra	Rajasthan
Tamilnadu	Karnataka	Kerala
Assam	Orissa	Bihar
Gujarat	Uttar Pradesh	Himachal Pradesh

Tips for fuel conservation in Agriculture Sector

- Know your Tractor and stop diesel leakage
- Turn your engine off when you stop your Tractor
- Drive your Tractor in correct gear always
- Does your Tractor smoke? It means it wastes diesel
- Dirt - your engine's worst enemy... clean engine regularly
- Match hauling capacity with load
- Plan your field run
- For Irrigation Pump set, low friction ISI marked foot valve can save up to 10% diesel consumption
- Bigger diameter rigid PVC Pipeline saves considerable amount of diesel in pump irrigation system
- Pipeline arrangement in Pump Irrigation system should not involve bends to save diesel and sharp bends should be avoided

Guidelines for submission of Tender

The agency should submit their response to tender enquiry in two separate sealed envelopes marked as **ENVELOPE-A** containing the Technical Bid and **ENVELOPE-B**, containing the Price Bid. Both the envelopes "A" and "B" are to be put and sealed in one envelope. The tender to be submitted at the following address.

**Additional Director (Education Campaign)
Petroleum Conservation Research Association
(Ministry of Petroleum & Natural Gas)
Sanrakshan Bhavan
10, Bhikaji Cama place
New Delhi 10066**

Technical Bid:

Total Budget for Campaign: Rs. 40 Crores

The Technical Bid should be submitted in three parts, viz. Strategy, Creative and Media Plan.

Strategy:

The Agency, based on the detailed information about PCRA functions and sectoral presence, will offer a comprehensive strategy on Pan India Campaign on petroleum conservation to bring in every Indian on board. Each campaign mentioned in the strategy should clearly specify why the campaign is conceived, how would it be executed and how is it going to effect the consumers. The Agency should clearly specify the target group for each campaign.

Creative

Based on the their formulated strategy, the agency will offer their best creative.

Agencies are free to demonstrate their creative skill for this campaign by way of submitting creative for television, print, radio, events etc.

There is no restriction on either on the number of creative or the method in which the agency wishes to present.

Media Plan

The Agency will submit a comprehensive Media Plan to suit their proposed strategy that should essentially include Television, Radio, Print, Events and other ancillary media.

PCRA, being a non-profit society under Govt. of India spreading social messages on petroleum conservation, works on DAVP rate, wherever applicable.

Price Bid

The Price Bid should be submitted in a separate sealed envelope.

(Overleaf of the envelope should clearly specify the title).

Submission of Tender documents

The bidder shall submit the following document along with the tender.

1. EMD of Rs. 10 Lakhs in the form of Demand Draft/ Bank guarantee from a scheduled bank in favour of PCRA payable at Delhi.
2. The corporate brochure of the agency.
3. Particulars of advertising agency enclosed as form 1.
4. Qualifying requirement for selection of advertising agency enclosed as form 2.
5. Details and proof of full-fledged office in Delhi, offices at Metros Chennai, Mumbai, Kolkata and other major cities.
6. All the forms (form 1 to 6) should be complete with required certificate/ documents mentioned therein.
7. Each page of tender document is to be signed by the authorized person of the tenderer.

Evaluation of Tenders

Preliminary Scrutiny

Preliminary scrutiny of the tender document will be made to determine whether the documents have been properly signed, EMD deposited, all relevant papers are submitted and the bids are generally in order.

Tenders not conforming to such preliminary requirements will be prima facie rejected.

Screening of pre-qualification criterion

A Screening Committee, on the basis of pre qualifying criterion, will undertake the screening of all tenders. The bidders must essentially meet all pre-qualification criterions. Any agency not meeting any of the pre-qualification requirements will not be short listed for final evaluation.

Evaluation & Selection Procedure

All agencies short-listed by the Screening Committee will be invited for making a multi-media presentation on all information provided by the agency in Envelope A.

Each agency will be given a maximum of 45 minutes to make the presentation. The Evaluation Committee will be evaluating the agencies on the following parameters:

- a. Strategy : 25%**
- b. Creative : 50%**
- c. Media Plan : 25%**

Based on the recommendation of the evaluation committee, PCRA will award the job.

Security Deposit

1. The Agency shall furnish Security Deposit in the amount equivalent to 10% (ten percent) of the total contract value. Such Security Deposit is to be held by the OWNER as security for the due performance of the Agency's obligations under the contract.
2. The Security Deposit shall be made up of the Initial Security Deposit, and the Retention Monies, of a sum equal to 10% (ten percent) of the total (gross) value of each bill, up to and until the recovery of full Security Deposit to the extent specified in Point 1 hereof is achieved. The deductions for the retention money(ies) will be stopped after the Security Deposit limit of 10% (ten percent) of the Total Contract Value is reached, unless otherwise required in terms of Point 7 hereof.
3. The Agency shall, within 10(ten) days of the receipt of Acceptance of Tender issued by the OWNER, deposit Initial Security Deposit in an amount equal to 2.5% (Two and one half percent) of the total contract values as aforesaid, in one or more of the following modes, subject to the stipulations (s) contained in the said Acceptance by the OWNER:
 - i. By Demand draft/Bank Guarantee of Nationalised/ Scheduled Bank payable to the OWNER at Delhi where the Office of the OWNER is situated. (Cheques shall not be accepted).
 - ii. The Earnest Money Deposited by the Agency may be permitted to be adjusted towards part of the Initial Security Deposit and pay the balance in the manner stipulated at (i) above.
 - iii. By Bank Guarantee (s) in the prescribed form as included in the Tender Documents, from a Nationalised / Scheduled Bank in India acceptable to the OWNER, provided the amount covered by such Bank Guarantee is not less than Rs 100,000/- (Rupees One Lakh Only). This Bank Guarantee shall be valid upto a period of 3 (three) months beyond the end of the Defects Liability period.
4. The Agency will be permitted to furnish a Bank Guarantee for the full Security Deposit of 10% (ten percent) of the Total Contract Value, in advance, in which case, no Initial Security Deposit will be required to

be furnished and no deductions shall be made from his running bills towards Retention Money, except as may be required in terms of points 2 and 7 hereof.

5. The Agency may, at any time and from time to time, during the course of or after completion of the work, with the permission of the OWNER, substitute his cash security deposit, including retention money deducted from his bills lying with the OWNER, by Bank Guarantee(s) in the prescribed proforma from a Scheduled Bank in India acceptable to the OWNER and withdraw the equivalent cash amount(s) provided the amount covered by any such Bank Guarantee is not less than Rs 1 lakh (Rupees One Lakh Only).
6. The Earnest Money deposited by the Agency along with his Tender shall, unless it has been adjusted in accordance with point 3(c) above, be refunded by the OWNER, after the Initial Security Deposit or the full Security Deposit, as the case may be has been deposited by the Agency.
7. If at any time during the course of the work, the gross value of the work, as reflected by the Running Bills submitted by the Agency has in the opinion of the OWNER (which shall be final and binding on the Agency), exceeded or is likely; to exceed the Total Contract Value indicated in the acceptance of Tender, the Agency shall be bound to pay further Security Deposit as will make up the total Security Deposit to 10% (ten percent) of the then anticipated Contract Value, failing which OWNER shall be at liberty to make such deductions towards Retention Money(ies) from the Agency, Running Bills, and will, at all times, ensure that the Security Deposit does not fall below 10%(ten percent) of the gross value of the work, as reflected by the gross payments made to the Agency without taking into account any deductions. If the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be made good by the Agency on demand from the OWNER, failing which, it will be recovered from any money due to the Agency from the OWNER under this contract and/or any other contract with the OWNER.
8. If after completion of the work, the Total Contract Value falls below the Total Contract Value as indicated in the Acceptance of tender, such

that the total Security Deposit (made up of initial Security Deposit and Retention Money otherwise) in the hands of the OWNER is in excess of the Total Security Deposit calculated at 10% (ten percent) of the awarded contract value, such excess amount, as is in the form of cash in the hands of the OWNER, shall be refunded to the Agency along with the Final Bill. If the Security Deposit furnished by the Agency to the OWNER in the form of Bank Guarantee is in excess of the full Security Deposit calculated on the contract value, by the over Rs 1 lakh, the Agency shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the reduced value of Security Deposit.

9. The Security Deposit shall be held by the OWNER as security for the due performance of the Agency's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon the OWNER to utilize the Security Deposit in preference to any other remedy which the OWNER may have, nor shall be construed as confining the claims of the OWNER against the Agency to the quantum of the Security Deposit.
10. The Security deposit including the Earnest Money/Retention money, and other withheld amounts from the Running Accounts Bill(s), if any, time remaining in the hands of the OWNER, shall be free of any liability for payment of any interest to the Agency.
11. Upon determination of the contract prior to completion of work(s) for any cause, the OWNER shall in so far as the Security Deposit constitutes cash refund and in so far as the Security Deposit is in any other form release /discharge/return, as the case may be, to Agency, the unutilized balance of the Security Deposit, if any, for the time being remaining in the hands of the OWNER after settlement of accounts and discharge of all amounts due from the Agency to the OWNER and fulfillment of all obligations of the Agency.
12. Agency shall from time to time at the request of the OWNER suitably extend the validity of any Bank Guarantee (whether furnished by way of Initial Security Deposit, Security Deposit of Composite Bank Guarantee) or to secure any advance for such period(s) as may from

time to time be required by the OWNER failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash Bank Guarantee.

Other Important information

1. Tender should remain valid for 60 days from the closing date of the proposals.
2. PCRA is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. PCRA reserves its right to accept the tender either in full or in part. Conditional and incomplete Bids will be rejected outright.
3. PCRA reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
4. PCRA reserves the right to place an order for the full or part quantities under any items of work under scope of work.
5. Bidders will not be permitted to alter or modify their bids once submitted.
6. No mobilization advance will be paid.

7. Mode of Payment

All payments made under or in terms of the contract shall be paid in Indian Currency, payment to be made by crossed "Account Payee" cheque sent to the registered office of the agency or office notified in this behalf by the agency. All cheques drawn shall be payable at the office of the owner's bankers and in no case will be the owner be responsible if the cheques of mislaid, misappropriated or otherwise lost or stolen.

8. **Penalty Clause-** After issue of the contract, the performance guarantee will be forfeited in case of undue delays in performance by the agency.

9. **Termination by Default-** PCRA reserves the right to terminate contract of any agency/ agencies in case of change in the Government procedures or unsatisfactory services.

10. **Force Majeure-** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act.

11. **Arbitration -**

(I) The Sole Arbitrator shall be selected by the AGENCY out of a panel of 3 (three) persons nominated by the OWNER for the purpose of such selection, and should the AGENCY fail to select an arbitrator within 30 (thirty) days of the panel of names of such nominees being furnished by the OWNER for the purpose, the Sole Arbitrator shall be selected by the OWNER out of the said panel.

(II) Any dispute(s) of difference(s) with respect to or concerning or relating to any of the following matters are hereby specifically excluded from the scope, purview and ambit of this Arbitration Agreement with the intention that any dispute or difference with respect to any of the said following matters and or relating to the Arbitrator's or Arbitral Tribunal's jurisdiction with respect thereto shall not and cannot form the subject matter of any reference or submission to arbitration, and the Arbitrator or the Arbitral Tribunal shall have no jurisdiction to entertain the same or to render any decision with respect thereto, and such matter shall be decided by the General Manager prior to the Arbitrator proceeding with or proceeding further with the reference. The said excluded matters are:

- (i) With respect to or concerning the scope or existence or otherwise of the Arbitration Agreement;
 - (ii) Whether or not a Claim sought to be referred to arbitration by the AGENCY is a Notified Claim;
 - (iii) Whether or not a Notified Claim is included in the AGENCY's Final Bill
 - (iv) Whether or not the AGENCY's has opted for the Alternative Dispute Resolution Machinery with respect to any Notified Claim included in the AGENCY's Final Bill.
- (III) The provisions of the Indian arbitration & CONCILIATION Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the Rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the following conditions:
- a. The Arbitrator shall give his Award separately in respect of each Claim and Counter-Claim; and
 - b. The arbitrator shall not be entitled to review any decision, opinion or determination (howsoever expressed), which is stated to be final and/or binding on the AGENCY in terms of the Contract Documents.
- (IV) The venue of the arbitration shall be New Delhi, provided that the Arbitrator may with the consent of the OWNER and the AGENCY agree upon any other venue.
- (V) In case of any difference of opinion or any dispute arising out of any matter pertaining to this arbitration, the decision of Executive Director, PCRA shall be final and binding and the contract may be terminated without assigning any reason.
12. **Jurisdiction** – The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and force for the time being are applicable to this contract tender. All the disputes will be settled in Delhi Court only

TENDER LETTER PROFORMA

To

Additional Director (Education Campaign),
Petroleum Conservation Research Association
Sanrakshan Bhavan 10, Bhikaji Cama Place
New Delhi - 110066

Sir,

Sub: Selection of Advertising Agency for Pan India Campaign on petroleum conservation

The undersigned, having read and examined in detail all the Tender documents in respect of Advertising Agency for PCRA, do hereby submit tender documents to provide Advertising Services as specified in the scope of work.

2. Correspondence Details

Our correspondence details are:

1	Name of the Advertising agency	
2	Address of the Advertising agency	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all reference shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E – Mail of the contact person	
8	Fax No (with STD code)	

3. Document forming part of Tender

We have enclosed the following

- I. Tender Form 2 : Minimum Eligibility
- II. Tender Form 3 : Prior Experience
- III. Tender Form 4 : Comments and Suggestions
- IV. Tender Form 5 : Approach and Methodology
- V. Tender Form 6 : Declaration Letter
- VI. Earnest money deposit
- VII. Registered power of Attorney executed by the Ad Agency in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Tender.

4. We hereby declare that our Tender is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking you

Yours faithfully

(Signature of the Authorized Representative)

Name :
Designation :
Seal :
Date :
Place :
Business Address:

Witness :

Signature _____ Signature _____

Name _____ Name _____

Address _____ Address _____

Company _____ Company _____

Date _____ Date _____

Minimum Eligibility

The Ad Agency should not include the figures of the subcontractors for Tender Form 2

1.1	Name of the Firm/ Company			
1.2	Year of Registration / Incorporation			
1.3	Year of Registration / Incorporation in India*			
1.4	Number of Employees in India as on March 31, 2007			
1.5	Number of Employees as on March 31, 2007 in Delhi			
1.6	Number of Employees as on March 31, 2007 in Mumbai			
1.7	Number of Employees as on March 31, 2007 in Kolkatta			
1.8	Number of Employees as on March 31, 2007 in Chennai			
1.9	Number of Employees as on March 31, 2007 in other cities			
2.0		FY 2004-05	FY 2005 -06	FY 2006-07
2.1	Gross Annual Billing**			
2.2	Annual Profits ***			

*Enclosed a copy of Registration document

** Enclosed Certificate from Chartered Accountant and Audited Balance Sheet

*** Enclosed P&L Accounts

Witness:	Authorized Representatives
Signature _____	Signature _____
Name _____	Name _____
Address _____	Designation _____
Company _____	Company _____
Date _____	Date _____

Prior Experience

Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out ad services should give information about maximum of five projects covering the areas of design as indicated.

Name of the Ad Agency:	
Assignment /job name:	
Nature of Assignment:	
Description of Project:	
Approx value of the contract (in Rupees):	
Country	
Location within country:	
Duration of Assignment /job (months):	
Name of Employer:	
Address and contact details:	
Total No of staff-months of the Assignment /job:	
Approx. value of the Assignment /job provided by your Agency under the contract (in Rupees):	
Start date (month /year):	
Completion date (month /year):	

Names of professionals of your Ad Agency involved and functions performed by each professional	
Description of actual Assignment /job provided by your staff within the Assignment /job:	

Note : Please attach Letter of Intent or Purchase Order or certificate of successful completion for each project, from the respective Client(s).

Witness:	Authorized Representative
Signature _____	Signature _____
Name _____	Name _____
Address _____	Designation _____
_____	Company _____
Date _____	Date _____

Seal

Comments and Suggestions

Suggest and justify here any modifications or improvement to the scope of work, tasks to be performed, timeline, deliverables, payment terms etc. to improve performance in carrying out the Assignment. The Consultant can suggest deleting some activity or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point.

Authorized Representatives Signature

Approach and Methodology

Explain your understanding of the objectives of the Assignment /job, approach to the Assignment/ job, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. You should highlight the problems being addressed with their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Authorized Representatives Signature

Declaration Letter

Declaration Letter on official letter head stating the following:
We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

We are not black-listed by any Central / State Government / Public Sector Undertaking in India

Witness :	Authorized Representative
Signature _____	Signature _____
Name _____	Name _____
Address _____	Designation _____
_____	Company _____
Date _____	Date _____
	Seal

FORM OF BANK GUARANTEE

IN LIEU OF SECURITY DEPOSIT/INITIAL SECURITY DEPOSIT

BG NO:.....

DATED:

VALID UPTO:.....

To,

PETROLEUM CONSERVATION RESEARCH ASSOCIATION
Sanrakshan Bhavan, 10 Bhikaji Cama Place, New Delhi 110 066

Dear Sirs,

In consideration of Petroleum Conservation Research Association (Hereinafter called "the Owner " which expression shall include its successors and assigns), having awarded certain work for and relative to (Name of the Project/Work) to(Name and Address of the Agency) (hereinafter called "The Agency" which expression shall include its successors and assigns). Upon certain terms and conditions inter-alia mentioned in the Owner's Letter of Acceptance No.....dated.....read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Owner and the Agency in supersession of the said Letter of Acceptance and all amendments and/or modification in the contract) inclusive of the condition that the Owner may accept a Bank Guarantee/undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Document.

We(Name of the Bank), a body registered/constituted under the Act, having our Registered Office/Head Office at(hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Agency and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Owner at New Delhi forthwith on first demand without protest or demur or proof of satisfaction and without reference to this guarantee upto an aggregate limit of Rs.(Rupeesonly).

AND the bank do hereby further agrees as follows:

- (i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Owner upon the Bank made up to the midnight of.....provided that the Bank shall upon

the written request of the Owner made upon the Bank at any time within 6 (six) months from the said date extend the validity of the bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6(six) months upon such request by the Owner.

- (ii) The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said initial Security Deposit or to extend time to time any of the obligations of the Owner and/or the powers or remedies exercisable by the Owner against the Agency and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Agency or any other forbearance, act of omission on the part of the Agency or of any indulgence by the Owner to the Agencies or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
- (iii) The obligations of the Bank to the Owner hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Owner to proceed against the Agency before proceeding against the bank and the Guarantee/undertaking herein contained shall be enforceable against the bank notwithstanding the existence of any other Guarantee/undertaking or security for any indebtedness of the Agency to the Owner (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the bank hereunder, be outstanding or unrealized.
- (iv) The amount stated by the Owner in any demand, claim or notice made with reference to this guarantee shall as between the bank and the Owner for the purpose of these presents be conclusive of the amount payable by the bank to the Owner hereunder.
- (v) The liability of the bank to the Owner under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Agency and the Owner, the Agency and the bank and

/or the Bank and the Owner or otherwise howsoever touching or affecting these presents for the liability of the Agency to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Owner or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these present, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Owner in terms hereof.

(vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the Owner in writing and also agrees that any change in the constitution of the Agency or the Bank or the Corporation shall not discharge the bank's liability hereunder.

(vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

(viii) Notwithstanding anything contained herein:

a) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);

b) This guarantee/undertaking shall remain in force upto.....and any extension(s) thereof: and

c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before.....or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(ix) The Bank do hereby declare that Shri.....(Name of the person signing on behalf of the Bank) who is.....(his designation), is authorized to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this.....day of200.....

Yours faithfully,

Signature:.....

Name & Designation:.....

Name of the Branch:

Dated.....

FORM OF CONTRACT

THIS CONTRAT made at New Delhi this.....day of; BETWEEN PETROLEUM CONSERVATION RESEARCH ASSOCIATION having its Headquarters at Sanrakshan Bhavan, 10 Bhikaji Cama Place, New Delhi 110 066 (hereinafter referred to as the “OWNER” which expression shall include its successors and assigns) of the One Part; AND carrying on business in sole proprietorship/carrying on business in partnership/carrying on business in company registered under Indian Company’s A t 1956..... (hereinafter referred to/as collectively referred to as the “Agency” which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of more specifically mentioned and described in the contract documents (hereinafter called the “work” which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the AGENCY for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE –1

CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the Contract documents, namely:
 - a. This contract;
 - b. Tender documents as defined in the General Instructions to Tenderers;
 - c. Letter of Acceptance of Tender along with Fax/Telegram of Intent.
- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked annexure ‘A’ while a copy of the Letter of Acceptance of Tender along with annexures thereto and a copy of Fax/Telegram of Intent datedare annexed hereto and said copies have been collectively marked as Annexure – ‘B’.

ARTICLE –2

WORK TO BE PERFORMED

2.1 The AGENCY shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE –3

COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay AGENCY compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE-4

JURISDICTION

4.1 Notwithstanding any other courts having jurisdiction to decide the questions(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi. (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such actions(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE-5

ENTIRE CONTRACT

5.1 The Contract documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contract and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE-6

NOTICES

6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the AGENCY on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with

reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the AGENCY at or to the AGENCY's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the AGENCY in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8

NON-ASSIGNABILITY

8.1 The Contract and benefits and obligations thereof shall be strictly personal to the AGENCY and shall not on any account be assignable or transferable by the AGENCY.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

**SIGNED AND DELIVERED
DELIVERED**

SIGNED AND

**For and on behalf of
behalf of**

For and on

Agency
ASSOCIATION

PETROLEUM CONSERVATION RESEARCH

By.....(this day of2007)

By..... (this day of2007)

In the presence of:

1.

2.