

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-04-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-04-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department Of Commerce
संगठन का नाम/Organisation Name	Spices Board
कार्यालय का नाम/Office Name	Head Office
वस्तु श्रेणी /Item Category	Custom Bid for Services - Public Relations, Social Media and Digital Marketing agencies for providing Public Relations, Social Media, and Digital Marketing Services
समान श्रेणी/Similar Category	<ul style="list-style-type: none"><li>Hiring of Social Media Agency</li></ul>
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	5500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	110000

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document

for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Secretary  
Spices Board, Sugandha Bhavan, NH BY Pass, Palarivattom PO, Kochi-682025  
(Secretary Spices Board)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within  $L-1+ 15\%$  of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within  $L-1+ 15\%$  of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial bid price breakup - [1772782600.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1772782302.pdf](#)

Payment Terms:[1772782305.pdf](#)

GEM Availability Report ( GAR):[1772782310.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1772782314.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
16-03-2026 11:00:00	<a href="https://spices.webex.com/spices/j.php?MTID=mace507a7936d5da51b325938edc58cf2">https://spices.webex.com/spices/j.php?MTID=mace507a7936d5da51b325938edc58cf2</a> Monday, March 16, 2026 11:30 AM Meeting number: 2515 980 1450 Password: beM62wjgB4a

**Custom Bid For Services - Public Relations, Social Media And Digital Marketing Agencies For Providing Public Relations, Social Media, And Digital Marketing Services ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Public Relations, Social Media and Digital Marketing agencies for providing Public Relations, Social Media, and Digital Marketing Services
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Shameer Cheriyaath	682025,Sugandha Bhavan N.H.By Pass, Palarivattom.P.O Cochin Kerala, India GSTIN - 32AAIAS3118C1Z0	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**



**TENDER NOTICE FOR SELECTION  
OF PUBLIC RELATIONS, SOCIAL MEDIA, AND DIGITAL MARKETING AGENCY**

**Reference No.: PUB/0047/2025-PUBLICITY**

**Dated: 06<sup>th</sup> March 2026**

**SPICES BOARD  
(Ministry of Commerce and Industry, Govt. of India)  
Sugandha Bhavan  
N.H. By Pass, Palarivattom P.O.  
Cochin – 682025, Kerala, India  
Phone: 91-484-2333615  
Email: [publicity.sb-ker@spicesboard.gov.in](mailto:publicity.sb-ker@spicesboard.gov.in)  
Website: [www.indianspices.com](http://www.indianspices.com)**

**(Hindi Version Follows)**

**Important Disclaimer:**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Spices Board India or any of its employees, in relation to the accuracy or completeness of this document any liability thereof is hereby expressly disclaimed. This notice inviting Tender is not an offer by Spices Board, but an invitation to receive response from eligible interested Public Relation, social media and Digital Marketing Agencies for selection of one agency having good track record for meeting the requirements of Spices Board India in Print, electronic/ digital and social media. No contractual obligation whatsoever shall arise from the tender process unless and until a formal agreement is signed and executed by Spices Board India with the agency. This document should be read in its entirety.

## **TABLE OF CONTENTS**

<b>Sl No</b>	<b>Particular</b>	<b>Page No</b>
1	Introduction	4
2	Tender for selection of public relations, social media and digital marketing agency	6
3	Scope of Work	10
4	Period of Assignment	15
5	Minimum Eligibility Criteria	15
6	Checklist for Documents to be Submitted in the Technical Bid	19
7	Submission of Bids	19
8	Evaluation of Bids	21
9	Opening of Financial Bids and Final Selection	22
10	Fee and Other Charges	22
11	Terms and Conditions	23
12	Disclaimer	35
13	Annexures	
	Annex-I: Pre -bid queries Form	37
	Annex-II: Format of Authorisation Letter	38
	Annex -III: Declaration	39
	Annex -IV: Financial Bid	40
	Annex -V: Letter of Indemnity and Undertaking	45
	Annex -VI: Format for Declaration	48
	Annex -VII: Technical Bid Submission Form	50

## **1. INTRODUCTION**

Spices Board (Ministry of Commerce and Industry, Government of India) is the flagship organization for the development and worldwide promotion of Indian spices. The Board is an international link between the Indian exporters and the importers abroad. The Board has been spearheading activities for excellence of Indian spices, involving every segment of the industry.

Spices Board, the regulatory and export promotion agency for Indian spices, is headquartered in Kochi. Constituted in 1987 under the Spices Board Act, 1986, Spices Board is vested with the responsibility of production and development of Small and Large Cardamom and export promotion of 53 scheduled spices.

The Board has made quality and hygiene the corner stones for its development and promotional strategies. The Board has been strategically planning and implementing various measures to ensure the quality of spices produced in the country such as common processing centres called 'spices parks' for scientific post-harvest management in the major production centres and state-of-the-art quality evaluation laboratories at the major trading centres. The Board has a pan-India presence through its development, marketing, and research wings for development of premium quality spices and its export promotion. Flavourit Spices Trading Limited, an initiative of the Board to take quality spices to the consumers and to facilitate forward integration of spice growers/ societies, has introduced premium spices procured directly from the farmers under the brand 'Flavourit' which is sold through signature stalls named as 'Spices India'.

The multifaceted activities of Spices Board include research, development, and regulation of domestic marketing of Small and Large Cardamom, post-harvest improvement of all spices, promotion of organic production, processing and certification of spices, development of spices in the North East and provision of quality evaluation services. Export promotion of all spices is a key function of the Board, which is carried out through various schemes, programmes and interventions. The Board's responsibilities related to export promotion of spices include quality certification and control, registration of exporters, collection & documentation of trade information, and provision of inputs to the Central Government on policy matters relating to import & export of spices.

The Board also caters to development and implementation of better production methods, through scientific, technological and economic research, guidance to farmers on getting higher and better-quality yields through scientific agricultural practices, financial and

material support to growers, encouraging organic production and export of spices, facilitating infrastructure for processing and value addition, registration and licensing of all spice exporters, assistance for studies and research on better processing practices, fool proof quality management systems, improved grading methods, effective packaging techniques, conducting Buyer Seller Meets for providing a platform for establishing direct linkages between spice exporters and growers.

Production of promotional and educative materials in a variety of media/channels for the benefit of exporters and importers are crucial to the services of Spices Board and it helps exporters and importers in establishing mutual contact. The Board also identifies competent supply sources for specific requirements of importers, forwards foreign trade enquiries to exporters and organizes a common platform for interaction between Indian exporters and international buyers through participation in major international exhibitions, meetings, etc.

## **2. TENDER FOR SELECTION OF PUBLIC RELATIONS, SOCIAL MEDIA, AND DIGITAL MARKETING AGENCY**

Spices Board India is inviting Tenders from reputed, well-established, experienced, professional, and financially sound Public Relations, Social Media and Digital Marketing agencies for providing Public Relations, Social Media, and Digital Marketing Services. The tender document with details of technical requirements and terms & conditions is available for download free of cost, in Government e Marketplace (GeM) , Spices Board's website ([www.indianspices.com](http://www.indianspices.com)) and Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>.)

All bids must be submitted online along with all necessary documents uploaded as PDF, as detailed in the specifications and terms & conditions outlined in the tender document.

The bids are required to be submitted online in two separate parts, i.e., technical bid and financial bid. The financial bids of bidders whose technical bids get qualified would be opened at a later date.

DIRECTOR (MARKETING)  
SPICES BOARD, COCHIN

## 2.1. Introduction

Spices Board India (Ministry of Commerce & Industry, Government of India) desires to appoint a service provider having good track record for meeting its Public Relations, Social Media, and Digital Marketing requirements. The Marketing Department, Spices Board, Head Office, Cochin invites e-tender (technical and financial) for appointing the service provider for a period of one year which is extendable for one more year on satisfactory performance. The last date for the submission of bids is **2<sup>nd</sup> April 2026 on or before 14.00 Hrs.**

A pre-bid meeting shall be conducted to clarify issues and to answer queries, if any, from prospective bidders regarding the scope, specifications and other terms and conditions of this tender. The meeting will be held on 16 March 2026 at 11.30 AM in hybrid mode. Interested bidders are requested to email their queries in the format given in Annexure- 1 and concerns to [publicity.sb-ker@spicesboard.gov.in](mailto:publicity.sb-ker@spicesboard.gov.in) on or before 5.00 PM on 13<sup>th</sup> March 2026 Only the queries received within the stipulated time shall be discussed during the meeting.

The clarifications, amendments, if any arising out of the pre-bid meeting will be consolidated and issued as a written addendum/corrigendum. Such addendum/corrigendum shall form an integral part of the tender document. Non-attendance at the pre-bid meeting shall not be a cause for disqualification. However, bidders are advised to take note of the clarifications issued, as the same shall be binding. Clarification will be available on the website of Spices Board

### a. Critical Dates

Date of Publishing Notice Inviting Tender (NIT) on Government e Marketplace (GeM)	06 <sup>th</sup> March 2026
Last date for receipt of pre-bid queries	05.00 PM 13 <sup>th</sup> March 2026 Pre-bid queries shall be mailed to ( <a href="mailto:publicity.sb-ker@spicesboard.gov.in">publicity.sb-ker@spicesboard.gov.in</a> ) as per the format given in Annexure-1
Last date for issuing clarifications to pre-bid queries by Spices Board India	18 <sup>th</sup> March 2026 Clarification will be available on the website of Spices Board ( <a href="http://www.indianspices.com">www.indianspices.com</a> ).
Date, time and Link of Pre-bid meeting	11.30 AM, 16 <sup>th</sup> March 2026

	<a href="https://spices.webex.com/spices/j.php?MTID=mace507a7936d5da51b325938edc58cf2">https://spices.webex.com/spices/j.php?MTID=mace507a7936d5da51b325938edc58cf2</a> Monday, March 16, 2026 11:30 AM Meeting number: 2515 980 1450 Password: beM62wjgB4a
Bid start date	06 <sup>th</sup> March 2026: 14:00 HRS (IST)
Last date and time for receipt of bids	02 <sup>nd</sup> April 2026; 14.00 HRS (IST)
Time & date of opening of technical bids	On or after 02 <sup>nd</sup> April 2026; 14. 30 HRS

### b. Tender Details

Spices Board India invites e-tender and all prospective bidders interested to bid must apply online through Government e Marketplace (GeM). The bidder shall submit two separate e-bids for the technical bid and financial bid. The details are given below:

Tender Reference No and Date	NO. PUB/0047/2025-PUBLICITY Dated: 06 <sup>th</sup> March 2026
Tender for	Selection of Public Relations, Social Media, and Digital Marketing Agency
Earnest Money Deposit (Refundable)	Remittance of ₹1,10,000/- (Rupees One Lakh Ten Thousand Only) to Spices Board India account (Account details is given below). The UTR number for this transaction must be indicated in the Bid Document. Or as Demand Draft drawn in favour of Secretary, Spices Board payable at Cochin. The technical bid without EMD will be rejected unless specifically exempted by the Government from payment of EMD for which reasons and proof have to be enclosed. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of EMD.
Spices Board India Account Details	<b><u>Account Details for payment of EMD</u></b> Account Number - 7176002100002354 Account Name - Spices Board Receipt Bank Name - Punjab National Bank

	Branch - Vennala, Kochi IFS Code - PUNB0717600
Contact Numbers	Shri Kanagadhileepan K., Assistant Director 0484 2333610, Extn: 259/226/263
Email	<a href="mailto:publicity.sb-ker@spicesboard.gov.in">publicity.sb-ker@spicesboard.gov.in</a>
No. of e-bid documents to be submitted online	1. Technical Bid + EMD (UTR No. & date/Demand Draft) + necessary supporting documents 2. Financial Bid

### c. Note

- i. Before bidding, the bidders are requested to carefully examine the tender notice and the terms and conditions specified therein. Bidders should notify Spices Board India for any error, omission or discrepancy found in this tender notice before last date and time for queries. If any bidder requires any clarification on this tender notice, they may notify Spices Board India in writing by email at the mailing address indicated in the Tender Notice as per the pre-bid query format given in the Annexure-I
- ii. Spices Board makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender notice. Spices Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender inviting notice.
- iii. All costs and expenses (whether, in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Spices Board, will be borne entirely and exclusively by the bidders.
- iv. The bidders must conduct their own investigation and analysis regarding any information contained in this notice inviting tender document and the meaning and impact of that information.
- v. Bids (Technical & Financial) must be submitted at the same time within the time period specified in this notice inviting tender document.
- vi. Spices Board reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/interface will be

entertained with bidders whose bids have been technically disqualified. Financial Bids will be opened in the Government e Marketplace (GeM) and made available there for viewing. Bidders' representatives who wish to attend the financial bids opening may write to Spices Board. No separate intimation will be given in this regard to the agency/bidder for deputing their representatives. However, the date and time for opening of financial bid shall be intimated separately by phone or e-mail

vii. The representative/s has/have to submit an authority letter duly signed by the agency/bidder, authorizing him to represent and attend the bid opening on behalf of the agency/bidder. The format of the authorization letter is given in Annexure-II

### **3. SCOPE OF WORK**

1. Implementation of PR, social media, and digital marketing activities of Spices Board for enhancing the awareness, visibility and reach of Spices Board & Indian Spices among its various stakeholders across the world. The agency should build, protect and enhance the reputation, goodwill and media presence of Spices Board.
2. Development and dissemination of information regarding the major initiatives, achievements, events and programmes of Spices Board across various national/regional media vehicles such as print, electronic, digital and other modes of communication.
3. To find the positive messages from the spice industry and translate those messages into positive media stories.
4. Track news related to the spice industry both in domestic and international media to understand the trends and developments.
5. To maintain a rapport with the press, electronic, digital and social media and to organize events such as press meets, briefings, open house, interviews, talk shows, etc. as and when asked by the Board. The PR agency is expected to act as the link between the media and the Board in all its publicity and public relations activities.
6. Media management of various seminars, exhibitions, and other events organized by the Board and tracking of online, print and electronic coverage for submission of compiled media tracking reports.
7. Capacity for crisis management – The PR Agency shall help to cope up with any adverse publicity, affecting Spices Board/Indian spices/stakeholders.
8. To develop and implement an effective public relations and social media campaigns for the Board keeping in mind the key stakeholders. The agency shall raise the visibility and awareness of the Board through unpaid means of communication.
9. Content and data development - preparation of press releases, translation of approved

content from English to other vernacular languages and vice-versa and preparation of positive stories on Indian spices and the spice industry for pitching in various national and international platforms.

10. To develop aesthetically appealing, factually and grammatically correct engaging creatives including but not limited to photos, GIFs, reels and videos.
11. The agency shall develop content related to the various activities/ meetings/ seminars/ symposiums/ buyer seller meets, etc., organized by Spices Board for release in the media.
12. To look for opportunities of collaborating with industry stakeholders, chefs, and renowned personalities in or related to the spices sector for promotion on non-paid basis.
13. Digital marketing campaign management for Spices Board, which includes, handling of Spices Board's social media accounts on Twitter, Instagram, LinkedIn, YouTube, Facebook, etc., to enhance the Board's and Department of Commerce's Social Media presence across various geographies.

#### 14. Effective Social Media Management-

- ✓ To handle Spices Board's official page/ handle on Facebook (***spicesboardindia***), X (Twitter) - (***@Spices\_Board***), Instagram- (***@spicesboardi***), YouTube, LinkedIn, and any other new social media it may wish to start.
- ✓ Identify target audience preferences, create, and handle content accordingly to achieve more followers and subscribers.
- ✓ To ensure reach of the messages and schemes of Spices Board on various social media platforms organically through non-paid means so that the content would reach the last mile on Internet domain on real time basis.
- ✓ Agency would be responsible in creating and handling content related to Spices Board's schemes, events, fairs and other programmes ensuring maximum reach and increased participation of stakeholders.
- ✓ To come up with innovative plans and strategies to multiply the reach of content and promote the content organically on various social media platforms.
- ✓ Comments/Feedback handling is an important part of the scope of work. Comments (positive/negative) should be carefully handled and prompt reply to be given in consultation with officials of Spices Board.

Spices Board shall have the ownership/ rights over the content created by the agency during the contract period/ at any time or as per the requirement. The agency shall submit the soft copies of the content developed by them to Spices Board every month.

### 3.1 Minimum Deliverables Expected from the Bidder as per Scope of Work

#### a. Public Relations and Social Media Management

SL NO	Deliverables	Coverage- Minimum Quantity
1	Preparation and dissemination of media releases on Spices Board & Indian spices and ensuring 360-degree promotion (Print /Electronic/ social media/ other media) 12 media releases per year or as and when required	National /12 per year
2	Preparation and dissemination of media releases on Spices Board & Indian spices and ensuring 360-degree promotion (Print /Electronic/ social media/ other media) 12 media releases per year or as and when required	State wise/ 12 per year
3	Media management of events and programmes organized by Spices Board and organizing media events such as press meets, briefings, open house, interviews, talk shows, etc.	National/ 3 per year
4	Media management of events and programmes organized by Spices Board and organizing media events such as press meets, briefings, open house, interviews, talk shows, etc. As and when required	State wise/ 12 per year
5	Crisis management and timely information dissemination	1 per year
6	Monitoring and reporting of news/ reports/ articles, etc. related to Spices Board and Indian spices in print, electronic and social media	Daily
7	Translation of Press Releases from English to various vernacular languages	12
8	Identification of various spices related events, facts, scientific developments, success stories, articles of general interest on spices, etc., and developing them into positive media stories.	12
9	<b>Management of all social media channels of Spices Board (per month)</b> - Upkeep of social media channels with correct information, monitoring of comments and messages, interacting with fans and followers, amplifying of positive brand content, analysing performance and engagement matrices for all social media platforms & submission of monthly reports	Daily
10	<b>Social Media Content development and post-</b> Concept, developing content and designing social media posts with unique images, GIFs, animations, reels, shorts, videos, etc.	30 posts per month
11	Conceptualising, scripting and development of short videos of up to 60 seconds duration on Indian spices and Spices Board	1 per month

12	Conceptualising, scripting and development of short videos up to five minutes duration on Indian spices and Spices Board	3 per month
13	Conceptualising, scripting and development of animated videos on good agricultural practices, good manufacturing practices, etc.	2 per month
14	Impact assessment of the PR activities and social media vehicles of Spices Board with details on reach, demographics, content engagement, etc.	Twice a month

\*Social media posts/ stories should be of soft news (infotainment) and interactive based on the content/ situation.

\*\* The Board has the right to procure additional quantities at an extra cost, calculated based on the approved rates.

The minimum deliverable may vary as per the requirements of the Board and the service provider must be willing to deliver the additional requirements at CBC/DAVP approved rates or as negotiated and mutually agreed by the service provider and the Board.

#### **b. Digital Marketing and Promotional campaigns**

(i). Content Creation: Strategy, Research, Content Creation, design, photography, script writing, shooting, editing and development of Videos/ Reels/ Gifs/branding material etc, Trainings & Capacity Building Videos and or Testimonial/ Interview Videos for promotion across social media platforms, live updates/ posting.

(ii). Digital Marketing Campaign Management: The Agency will be responsible for digital marketing campaign management for Spices Board, which includes, handling of Spices Board's social media accounts on Twitter, Instagram, LinkedIn, YouTube, Facebook, etc., to enhance the Board's and Department of Commerce's Social Media presence. The international geographies proposed for the digital marketing are as given below;

<b>Sl No</b>	<b>Location/ Country</b>	<b>Campaign period</b>	<b>No of creatives/ posts per campaign</b>
1	USA	30 days	30
2	Germany	30 days	30
3	UK	30 days	30
4	France	30 days	30
5	Netherlands	30 days	30
6	Canada	30 days	30
7	Indonesia	30 days	30
8	Spain	30 days	30
9	Japan	30 days	30
10	Russia	30 days	30

The agency is expected to achieve the following with respect to each campaign;

1. The agency shall handle content strategy, creation, development, distribution, real-time coverage and enhance/scale engagement across multiple platforms. Additionally, the agency shall be responsible for content generation, regular updates and traffic growth on Spices Board's official website
2. Reach a targeted reach of not less than 100000, who are in the food and beverage sector and consumers of spices (It may include importers, traders, retailers, people from hotel

and restaurant industry, flavour and fragrance industry, pharmaceutical/ nutraceutical/ cosmeceutical sectors, consumers, etc.)

3. Influencer Engagement: The selected service provider should recommend a list of at least three renowned influencers/ food documentary makers like renowned chefs, food bloggers/ writers and nutritionists, with subscriber base above 500K+ followers or more to amplify outreach and visibility of campaigns in each location and based on the approval from the Board, should come up with creative contents for promoting Indian spices with the selected influencers as part of the digital marketing campaign.
4. Influencer engagement cost shall be inbuilt in the financial bid. However, for wider choice Spices Board may at any point of time during the contract, if required, may replace the influencer with another influencer having a similar subscriber base, as offered from a suitable panel presented by the agency, at no extra cost.
5. Reporting on Analytics, Audience Engagement and Best Practices on a fortnightly basis

(iii) The agency may design and execute digital campaigns around India's presence at international Food & Beverage Trade Shows such as World Food Moscow (Russia), SIAL (Paris), IFE London (UK), Biofach (Germany), Gulfood (Dubai), Foodex (Japan), International Food & Drink Event (London), Fine Food Australia (Australia), etc. Conduct live coverage (gifs, stories, reels and live tweeting) from inaugurals, panels, International Buyer Seller Meets (IBSMs), etc.

(iv) Develop culturally nuanced, globally appealing content for X (Twitter), LinkedIn, Instagram, YouTube, Facebook, Threads and/ or any other social media platform.

(v) The agency may develop campaign specific landing pages with downloadable information/ brochures on Indian spices, catalogues, exporters'/suppliers' details and event specific brochures/ press kits, etc.

(vi) Apart from the above platforms, the Agency may introduce Spices Board or the Board may assign any new digital/social media platforms which have to be done without any additional cost (such as WhatsApp channel, We chat, Alibaba, native portals/ apps, etc., based on the campaign geography)

### **3.2 Note**

- i. The bidder has to keep in mind that the minimum deliverables listed and the quantity mentioned are not exhaustive and may include any other public relations and publicity activity as per the requirements of Spices Board. The successful bidder is liable to attend to such requirements of the Board.
- ii. Any additional expenses involved in implementing additional public relations and publicity activity (over and above the minimum deliverables), as specified by the Board, should be communicated well in advance and necessary prior approval should be obtained in writing.
- iii. The bidder can offer any other related service, without any additional financial liabilities on the Board. Such services shall be considered based on their usefulness and quality.
- iv. Changes may be made to the scope of work of the agency based on the requirements by Spices Board.

v. Spices Board may constitute a committee to review the performance of the service provider and the service provider has to submit monthly reports to the committee during online/ offline review meetings as per the discretion of the Board.

#### **4. PERIOD OF ASSIGNMENT**

The initial assignment will be for a period of one year from the date of signing the agreement which may be extended for one more year subject to satisfactory performance of the agency.

#### **5. MINIMUM ELIGIBILITY CRITERIA**

The prospective agency must conform to the minimum eligibility criteria. The Agency should qualify the necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated under the Scope of Work in this tender. Bids submitted by agencies that do not fulfil the minimum eligibility criteria will not be considered for further evaluation.

- i. The agency should have been in the business of providing Public Relations, Social Media and Digital Marketing services in India for at least last 3(three) consecutive years. Self-declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc., and infrastructure and Proof of Address should be submitted as part of the technical document.
- ii. The firm should have recorded a minimum turnover of Rs. 50 lakhs in each of the immediately preceding two financial years (FY 2023-24 and 2024-25). In support of eligibility under this criterion, firms should furnish a certificate from the Chartered Accountant of the Organization and Audited Balance Sheets and P&L statements for the years mentioned and IT returns along with technical bid.
- iii. The firm should have previous experience in PR consultancy, Media coordination, social media management, digital marketing, PR related solutions for Government Departments, Limited Companies, and Private Limited Companies. In support of their eligibility under this criterion, firms should furnish copies of contracts/agreements/ self-attested copies of the work order and copies of certificates issued by clients if any along with technical bid.  
The Agency should have handled the PR activities, Social Media management and Digital Marketing for at least three clients (one client each in PR activities, Digital Marketing, and Social Media Management) during any of the last three financial years, i.e., FY 2023-24 and FY 2024-25, and the current year up to the date of this Tender Notice). Out of this, the agency should have handled at least one client in the Government or limited company or private limited company.
- iv. The agency should provide the list of full-time regular employees working in the firm. The bidder must provide a list of employees on the bidder's letter head with their brief profile and specific job role in the agency.
- v. The bidder shall submit a copy of GST registration and PAN Card with the technical bid.

- vi. The bidder should not have been blacklisted by any government organizations in India. A declaration in this regard should be submitted along with the technical bid.
- vii. The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc. A self-declaration by the authorized signatory on official letterhead (Format given in Annexure-III)

**Checklist for Minimum Eligibility Criteria**

<b>Sl No</b>	<b>Eligibility Criteria</b>	<b>Supporting Document Required</b>
1	The agency should be a registered legal entity having a full-fledged with relevant expertise and creative personnel as well as required infrastructure.	Copy of Company Incorporation Certificate or Registration Certificate from ROC/Registered Partnership Deep, etc. Copy of GST Registration Certificate Self-declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc., and infrastructure Proof of Address
2.	The agency should have been in the business for a minimum of three years immediately preceding the date of this notice inviting tender.	<ul style="list-style-type: none"> <li>i. Copy of Certificate of Incorporation</li> <li>ii. Copy of GST Registration Certificate</li> <li>iii. Copy of Agreement &amp; Extension Letter or Certificate of Experience from three clients of repute with which the agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates</li> </ul>
3.	The agency should have a minimum annual turnover of 50 lakh in the last two financial years (FY 2023-24 and 2024-25) in similar areas of operation.	<ul style="list-style-type: none"> <li>a. CA-certified copies of audited balance sheet and P&amp;L statements pertaining to the last two financial years ((FY 2023-24 and 2024-25).</li> <li>b. CA-certified copies of annual turnover and net worth pertaining to the last two financial years (FY 2023-24 and 2024-25).</li> <li>c. Copy of IT returns</li> </ul>

4.	<p>The Agency should have handled the PR activities, Social Media Management and Digital Marketing for at least three clients ((one client each in PR activities, Digital Marketing, and Social Media Management) during any of the last two financial years, i.e., FY 2023-24 and FY 2024-25, and the current year up to the date of this Tender Notice).</p> <p>Out of this, the agency should have handled at least one client in the Government or limited company or private limited company.</p>	<p>a. Copy of Work order/ Agreement / Extension Letter or Work Completion Certificate/ Certificate of Experience from at least three clients during any of the last two previous financial years, indicating that the PR Agency has handled the PR activities, Digital Marketing activities and Social Media Management</p> <p>b. Copy of Agreement &amp; Extension Letter or Certificate of Experience from at least one Government /PSU which the agency has/had association on full-time basis during each of the two previous financial years.</p> <p>All these documents should clearly indicate the duration of the association including beginning and end dates.</p>
5.	The agency should provide the list of full-time regular employees working in the firm	Must provide a certificate on the bidder's letter head in proof of this criteria with the list of staff with their brief profile and specific job role in the agency.
6.	The bidder should not have been blacklisted by any government organization in India.	Self-declaration by the authorized signatory on official letterhead (Format given in <b>Annexure-III</b> )
7.	The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc.	Self-declaration by the authorized signatory on official letterhead (Format given in <b>Annexure-III</b> )

**NOTE:** Wherever a document/set of documents is required as a supporting document for more than one eligibility criteria, the same may be submitted only once.

**a. General Conditions of the Tender**

- i. The tenderer must go through the instructions in the tender notice (general instructions and the instructions stipulated in the technical specifications) and prepare the tender for submission.

- ii. In the event of documentary proof as required being not enclosed, the tender will be liable to be rejected.
- iii. All pages of the bid and associated supporting documents, except for unamendable digitally signed soft copies, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.
- iv. The supporting documents needed for the tender are to be uploaded as PDF files only.
- v. Each part of the tender document should be clearly marked with headings and should have a short note explaining against which tender requirement the document is being submitted. All documents uploaded should be in English language. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, scanned copies of the same shall be included in the PDF document uploaded by the tenderer.
- vi. Tenderer shall submit a declaration on letterhead as per sl.no 6 and 7 of the above table and copy of amendments of the tender published, if any, duly signed by the tenderer or the authorized representative, as part of the technical bid, as a proof of having read and accepted the terms and conditions of the tender.
- vii. If at any time, any misrepresentation of facts / documents / supply of false information comes to the notice, the contract is liable to be cancelled at the risk and cost of the bidder.
- viii. An offer submitted in vague / ambiguous financial terms and the like, will be termed as non-responsive and shall be summarily rejected.
- ix. Clarification to specific requests shall be responded only through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Spices Board ([www.indianspices.com](http://www.indianspices.com)) as corrigendum. However, it shall be the duty of the prospective tenderer to ensure that the clarifications sought with regard to the tender have been properly received in time at Spices Board. Any clarification on the tender procedure shall be obtained from Spices Board, Cochin through email ([publicity.sb-ker@spicesboard.gov.in](mailto:publicity.sb-ker@spicesboard.gov.in)) or at 0484 2333610 - 616 (extn: 259/263).

#### **6. CHECKLIST FOR DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID**

The TECHNICAL Bid proposal prepared and submitted by the agency/service provider shall comprise the following;

- i. Bid consent letter in letterhead of the agency/ service provider with duly signed copy of tender
- ii. Bid submission form
- iii. Agency profile

- iv. Declarations in the prescribed format
- v. Documentary Proof meeting Minimum Qualification Criteria
- vi. Copy of Registration/ Certificate of Incorporation/ Partnership deed, etc.
- vii. List of offices across India, and abroad, if any.
- viii. List of clients
- ix. Copy of PAN
- x. Copy of GST Registration
- xi. Copy of Annual Report/ Balance Sheet/Profit & Loss Account of the last 3 assessment years
- xii. Copy of IT returns for the last 3 assessment years and certificate from the chartered accountant of the firm
- xiii. Authorization letter in the prescribed format
- xiv. Earnest Money Deposit as specified

## **7. SUBMISSION OF BIDS**

The tender shall be submitted online in two cover system duly signed and scanned by the authorized representative of the bidder as follows:

### **7.1. Technical Bid (Cover-1)**

- i. The bidder has to sign and upload the required bid documents one by one as indicated in the tender document.
- ii. The technical bid cover should include the details sought in the minimum eligibility criteria and statement in Annexure, along with copies of all supporting documents mentioned therein.
- iii. The bidder or his authorized representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit a declaration in respect of acceptance of terms and conditions of tender document.
- v. The bidders are cautioned that divulging any financial information in cover-1 (technical bid) will result in rejection of their tender.

### **7.2 Financial Bid (Cover -2)**

- a. The respective cover - 2, i.e. financial bid, of only the technically qualified bidders will be opened. The financial bid shall be submitted as lumpsum amount and breakup of the same should be submitted in the format in Annexure IV, only online through the Government e

Marketplace (GeM). No financial information should be submitted at any time in print during the tender process. Any such instance will make the bid unresponsive.

b. The bidders who do not submit the technical bid (cover - 1) within the stipulated date and time will be treated unresponsive.

c. If the bids are not submitted as per the requirements prescribed by the Board, the bid will be summarily rejected.

### **7.3. Amendment of Tender Documents**

i. At any time prior to the deadline for submission of tender, Spices Board may, for any reason, modify the tender document by corrigendum /addendum.

ii. The corrigendum/addendum shall be published in the Government e Marketplace (GeM).

iii. The bidder shall submit copy of corrigendum /addendum published if any, signed by the tenderer or the authorized representative as part of the technical bid as proof of having read and accepted the terms and conditions of the tender document.

iv. Spices Board reserves the right to accept a tender in full or in part or to reject without assigning any reasons at any stage.

### **7.4. EMD (Earnest Money Deposit)**

i. Each technical bid must be accompanied by an EMD of ₹1,10,000/- (Rupees One Lakh Ten Thousand Only) as detailed earlier

ii. The technical bid without EMD will be rejected unless specifically exempted by the Government from payment of EMD for which reasons and proof have to be enclosed. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of EMD.

iii. The EMD of unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after award of the contract. No interest shall be payable on Earnest Money in any case.

iv. EMD amount of the successful bidder will be refunded (without any interest) within 45 days after acceptance of work order and submission of the performance guarantee. The successful Bidder will have to deposit performance guarantee equal to three (3) % of the contract value in the form of unconditional and irrevocable Bank Guarantee (BG) issued by nationalized / scheduled bank before the commencement of service. Performance guarantee

should be valid up to 60 days beyond the expiry of the contract.

v. EMD will be forfeited if the bidder withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. He will also be debarred from participating in any other bid Enquiry with Spices Board for a maximum period of three (3) years.

7.5. A bidder can submit only one proposal. If the bidder submits more than one proposal, such proposals shall be disqualified. Bids received after the closing date and time mentioned above will be rejected without any further communication on the matter.

## **8. EVALUATION OF BIDS**

A Tender Evaluation Committee (TEC), constituted by Spices Board, will carry out a detailed evaluation of the Technical Bids in order to determine if the same are substantially responsive to the requirements set forth in the scope of work prescribed.

### **8.1. Technical Evaluation**

The bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, Spices Board shall determine whether each bid is complete in all respect, accompanied by the required information and documents and substantially responsive to the requirements set forth in the tender document.

i. Tenders received by the designated date and time will be examined by Spices Board to determine if they meet the eligibility criteria and the terms and conditions mentioned in this document including its subsequent amendment(s), if any, and if the tenders are complete in all respects.

ii. On scrutiny, the tenders found illegible/not in desired format/incomplete/not containing clear information, will not be considered for further evaluation process.

iii. If deemed necessary, Spices Board may seek clarifications on any aspect of tender from the bidder. If a written response is requested, it must be provided within 3 (three) working days. Response received beyond 3 (three) working days, if any, will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their tender document already submitted. Spices Board will also make enquiries to establish the past performance of the applicants in respect of similar projects. All information submitted in the

application or obtained subsequently will be treated as confidential.

iv. All the bids received will be evaluated against the minimum eligibility criteria detailed above. Bids which fulfil these criteria will be considered for further selection. Tender documents will be scrutinised for assessing its responsiveness and to ascertain the eligibility of the bidder as per the minimum eligibility criteria prescribed.

#### **9. OPENING OF FINANCIAL BIDS & FINAL SELECTION**

i. The bidders who meets the eligibility criteria in the technical evaluation will be shortlisted and only their financial bids will be opened.

ii. Financial Score (Sf): The sum of fee quoted for 12 months period in Table 1 and Table 2 of the financial bid will be considered for the selection. The firm quoting the lowest fee (L1) will be awarded the work.

iii. There should be no mention of prices in any part of the bid other than the financial bids.

iv. In the financial bid, if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.

v. Substantially Responsive Bids: A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the tender.

vi. Any attempt by a bidder to influence the bidding evaluation process or the Tender Evaluation Committee's processing of bids or award of decisions will result in the rejection of the bid.

vii. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the bidders. The decision of the evaluation committee in the evaluation of the technical and financial bids shall be final and binding on all the parties.

viii. Failure of the bidder to comply with the terms and conditions of the tender/contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

#### **10. FEE & OTHER CHARGES**

The tender document with details of technical requirements and terms & conditions is available in Government e Marketplace (GeM), Spices Board's website ([www.indianspices.com](http://www.indianspices.com)) and Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>.) which can be

downloaded free of cost. The selected agency will be paid on a monthly basis. The agency is required to raise the invoice as per the actual work done at the rate of price break up submitted in the tender.

## **11. TERMS AND CONDITIONS**

### **11. 1. General terms and conditions**

- i. The bidders should adhere to all instructions and submit all relevant information and documents, which have been specified in this tender document. Submission of applications, which are not complying with the instructions, will result in their rejection. The applications shall be typed, office seal affixed and signed by the duly authorized person.
- ii. Spices Board reserves the right to call for any further information. Any information furnished by the bidder found to be incorrect at any stage would make them ineligible.
- iii. The Board shall have the right to reject any or all the bids without assigning any reasons thereof. Spices Board reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted the bids.
- iv. Spices Board reserves the right to change/ modify/ amend/ cancel any or all provisions of this document. Such revisions of the tender document/ amended tender will be made available on the website of Spices Board and Government e Marketplace (GeM).
- v. The selected agency/bidder, to be called as PR agency/bidder, shall be required to enter into requisite Agreement(s) with Spices Board, within 30 days of the order (when provided) or within such extended period as may be specified by Spices Board. Spices Board India has the right to cancel the offer if the contract is not executed within a period of 30 days from the date of order, unless otherwise extended by Spices Board.
- vi. Submission of a tender is the evidence of a bidder's consent to comply with the terms and conditions of request for tender process and subsequent bidding process. If a bidder fails to comply with any of the terms, their bid will be summarily rejected.
- vii. Wilful misrepresentation of any fact in the tender will lead to the disqualification of the bidder without prejudice to other actions that Spices Board may take. The tender and the accompanying documents will become the property of Spices Board. The bidders shall be deemed to license, and grant all rights to Spices Board, to reproduce the whole or any portion of their service/solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for tender process.
- viii. Bidders are deemed to have:
  - a. examined the tender document and its subsequent changes/corrigendum, if any

for the purpose of responding to it.

- b. examined all circumstances and contingencies having an effect on their tender application and which is obtainable by the making of reasonable enquiries and have satisfied themselves as to the correctness and sufficiency of their tender applications and if any discrepancy, error or omission is noticed in the tender, the bidder shall notify Spices Board in writing on or before the end date/time.
- ix. Spices Board India envisages continuous involvement of the agency throughout the contract period. A dedicated team of the agency has to work for the entire period of contract. In case of exigencies, the team is expected to work beyond normal working hours and or even on public holidays.
- x. The selected agency shall not assign the work, whole or in part, to any other agency, even to its own subsidiary or parent agency, to perform its obligation under the work order, without prior written consent of Spices Board India
- xi. The agency so selected will be for a period of one year starting from the date of signing the agreement. The performance of the agency will, however, be reviewed at the end of first year and on satisfactory performance, the service period may be extended for one more year. Nonetheless, either party may terminate the agreement at any point of time from the date of agreement by giving not less than 30 days' notice to the other party.
- xii. The agency shall observe the laws applicable to it as per the law of the land and any other rules in force as applicable like the rules or code of Advertising Standard Council of India/Advertising Agencies Association of India/Indian Newspaper Society or rules prescribed by Prasar Bharti, etc.
- xiii. The agency shall obtain all necessary registration(s)/ permission(s)/ license(s), etc., which are/ may be required under media or other legislation(s) for providing services.
- xiv. All technical particulars supplied by Spices Board India to the agency are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from Spices Board.
- xv. SPICES BOARD reserves the right to change the dates mentioned in this tender document, which will be communicated through the Board's website, and Government e Market Place (GeM). The Board may also re-visit any of the conditions of this tender.
- xvi. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this tender
- xvii. No legally binding relationship will exist between any of the bidders and SPICES BOARD until execution of a contractual agreement to the full satisfaction of the Board.
- xviii. **Pre-bid Queries:** Bidders must send their pre-bid queries, if any, through e-mail only to [publicity.sb-ker@spicesboard.gov.in](mailto:publicity.sb-ker@spicesboard.gov.in) . All clarification/queries are to be submitted in

Word document as per the format in Annexure-I

- xix. A pre-bid meeting shall be conducted to clarify issues and to answer queries, if any, from prospective bidders regarding the scope, specifications and other terms and conditions of this tender. The meeting will be held on 16 March 2026 at 11.30 AM in hybrid mode. Interested bidders are requested to email their queries and concerns to [publicity.sb-ker@spicesboard.gov.in](mailto:publicity.sb-ker@spicesboard.gov.in) on or before 5.00 PM on 13<sup>th</sup> March 2026. Only the queries received within the stipulated time shall be discussed during the meeting. The link for the pre-bid meeting is given below;

<https://spices.webex.com/spices/j.php?MTID=mace507a7936d5da51b325938edc58cf2>

Monday, March 16, 2026 11:30 AM

Meeting number: 2515 980 1450

Password: beM62wjgB4a

- xx. The clarifications, amendments, if any arising out of the pre-bid meeting will be consolidated and issued as a written addendum/corrigendum. Such addendum/corrigendum shall form an integral part of the tender document. Non-attendance at the pre-bid meeting shall not be a cause for disqualification. However, bidders are advised to take note of the clarifications issued, as the same shall be binding.
- xxi. The Board reserves the right to procure additional quantities at an extra cost, calculated based on the approved rates, at any time during the currency of the contract. Any such additional quantities shall be procured at the same approved rates, terms, and conditions as specified in the original contract. The successful bidder shall be bound to accept such additional orders and provide the extra quantities within the delivery schedule as may be mutually agreed or proportionally extended based on the original delivery period. It is entirely at the discretion of the Board whether to exercise this option; the contractor shall have no claim for compensation or revision of rates should this right not be exercised.

### **11.2. Public Procurement Policy on Micro and Small Enterprises (MSEs)**

- i. Spices Board India is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- ii. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- iii. Such MSEs would be entitled for exemption from furnishing earnest money deposit (EMD). Supporting documents may be uploaded. In case of any issue on the subject

matter, the MSEs may approach the tender inviting authority to resolve their grievances.

- iv. Spices Board India shall be governed by the Public Procurement (preference to Make in India) Order, 2017 – Revision dated 29 May 2019 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.

### **11.3. Period of bid validity**

The Bids shall be valid for a period of six months from the closing date for submission of the bid.

### **11.4. Notification of Award**

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the bidding agency/bidder in the tender response. Any change of address of the agency/bidder should therefore be promptly notified to the Assistant Director (Publicity), Spices Board, Sugandha Bhavan, Palarivattom, Ernakulam-682025

### **11.5. Signing of Agreement**

The agency/bidder shall be required to enter into an agreement with Spices Board, within 30 days of the award of the bid or within such extended period, as may be specified by the Director (Marketing), Spices Board, Sugandha Bhavan, Palarivattom, Ernakulam-682025 on the basis of the Bid Document.

### **11.6. Terms of Payment**

- a. Spices Board will make payment on a monthly basis based on the actual work done as per the price breakup submitted as part of this tender. Any third-party cost incurred by the Agency to carry out assignments would be reimbursed to the Agency, provided the cost was incurred with prior approval from SPICES BOARD INDIA and all third-party supporting documents submitted along with invoice.
- b. SPICES BOARD will not make any advance payment. The payment shall be released within 45 days on receipt of original invoice, complete in all respect, being raised by the Agency through bank transfer only. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- c. If the deliverables are not found to be of good quality, SPICES BOARD will have the right to make suitable deductions from the payable amount or reject the invoice on its sole discretion, in addition to other remedies including claiming of damages. The decision of SPICES BOARD in this regard will be final.

- d. In the event, if any issue on the subject matter is pending for adjudication before the Arbitration, the work under the project contract/work order shall be continued by the empanelled agency during the arbitration proceedings, unless otherwise directed in writing by SPICES BOARD unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by SPICES BOARD to the agency shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
- e. **Payment of TA and DA for outstation activities:** TA and DA will not be given for PR activities undertaken in the metro cities of Mumbai, Delhi, Chennai and Kolkata and also in Cochin, Ernakulam. TA/DA will not be given for activities undertaken in places where the bidder/ agency has an office. TA will be limited to 2<sup>nd</sup> AC Train fare/ economy class air fare and DA upto Rs.3000/- per day per person (including food and accommodation) as per the prior written approval of Spices Board.
- f. All invoices should be made in the name of The Secretary, Spices Board, Sugandha Bhavan, NH Bye Pass, Palarivattom P.O., Cochin -682025 (GSTN: 32AAIAS3118C1Z0)

#### **11.7. Liquidated Damages**

- a. Spices Board India shall without prejudice to its other rights and remedies under and in accordance with the terms of tender levy liquidated damages from payments due to the agency/bidder. Inability of the agency/bidder to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the agency/bidder to the extent of the liquidated damages applicable.
- b. The agency/bidder will provide the PR / Social Media and Digital Marketing services as per the Terms of Reference/Scope of Work specified in tender. In case these Terms of Reference/Scope of Work cannot be achieved or the inability of the proposed services to meet the scope of work as defined in the tender document, delay in implementation and roll out or deliver the required functionality at Terms of Reference/Scope of Work defined in this tender at the specified volumes shall result in a breach of contract and SPICES BOARD shall have right to invoke this liquidated damage clause.
- c. The liquidated damages for the services would be proportionate to 1% of the contract value for services below each percentage point of the specified expected deliverables, per month on an average of the incidences below the expected

deliverables or part thereof of delay or non-compliance by the agency/bidder, for that particular service. For any service, the liquidated damages will not exceed the value of the service. However, total of such liquidated damages shall not exceed 10% of the overall contract value.

## **11.8 Termination**

Spices Board India shall be entitled to terminate the agreement with the agency/bidder at any time giving 30 days prior written notice to the agency/bidder if the agency/bidder breaches its obligations under the tender or the subsequent agreement and if the breach is not cured within 15 days from the date of notice by Spices Board India.

The Board shall also be entitled to terminate the agreement with the agency/bidder at any time giving 30 days prior written notice to the agency/bidder due to any other reasons internal to the Board.

## **11.9. Effect of Termination**

- a. The agency/bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed/rendered by the agency/bidder to Spices Board India or its designee to ensure smooth handover and transitioning of SPICES BOARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. In case the SPICES BOARD wants to continue with the agency/bidder's services after the completion of this contract then the agency/bidder shall offer the same or better terms to the Board. Unless mutually agreed, the rates quoted shall remain firm.
- d. The Board shall make such prorated payment for services rendered by the agency/bidder and accepted by SPICES BOARD at the sole discretion of SPICES BOARD in the event of termination, provided that the agency/bidder follows its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the agency/bidder.

- e. Termination shall not absolve the liability of SPICES BOARD to make payments of undisputed amounts to the agency/bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or under law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

#### **11.10. Indemnity**

- i. The selected agency/bidder shall indemnify, protect and save Spices Board India against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in **Annexure- V**
- ii. Content developed and posted by the selected agency shall comply with the IT Act and other applicable Government of India laws, and that any offensive, unauthorized, or unlawful content posted by the agency's personnel, including for personal gain, shall be the sole responsibility of the agency.
- iii. Selected agency/bidder shall keep Spices Board, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise of whatsoever nature caused to Spices Board through the action of its employees, agents, contractors, sub-contractors etc.
- iv. The indemnification is only a remedy for Spices Board. The Selected agency/bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by Spices Board arising out of claims made by its customers and/or regulatory authorities.
- v. However, the selected agency/bidder would be given an opportunity to be heard by Spices Board prior to making of a decision in respect of such loss or damage
- vi. All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity, and other resource material, etc., made in the course of performance of services by the empanelled agency/bidder or its personnel involved in the task of Spices Board India shall absolutely belong to Spices Board India. Spices Board India will not be a party to any dispute arising out of copyright violation by the agency/bidder. The

agency/bidder will indemnify Spices Board India for breach of any copyright/patent and/or trademark that may arise in execution of the work assigned.

- vii. All social media accounts, digital platforms, websites, advertising accounts, analytics dashboards, email marketing tools, and any other digital properties created, managed, or operated by the vendor under this Contract shall be and remain the exclusive property of Spices Board
- viii. The Vendor shall ensure that all such accounts are in the name of the Spices Board using official contact details designated by the Board. The Board shall be granted primary administrative access at all times during the contract period.
- ix. Upon expiry or termination of the Contract, for any reason whatsoever, the service provider shall, within seven (7) working days, formally hand over to the Client:
  - a. All usernames, passwords, and two-factor authentication details
  - b. Administrative and super-admin access rights
  - c. Access to analytics, insights, and performance dashboards
  - d. Any third-party tool logins used for content scheduling, monitoring, or reporting

#### **11.11. Liability of the selected agency/bidder**

- a. Spices Board shall hold the selected agency/bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.
- b. Selected agency/bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc. engaged by Selected agency/bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Spices Board India under the contract to be issued for this tender. Such liability of the selected agency/bidder will be restricted to the actual amount of the contract.
- c. However, the selected agency/bidder would be given an opportunity to be heard by Spices Board prior to making of a decision in respect of such loss or damage.
- d. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits.

#### **11.12. Negligence**

In connection with the work assigned if, the selected agency/bidder neglects to execute the work with due diligence contravenes the provisions of General Terms or expedition or refuses or neglects to comply with any reasonable order given to him in writing by Spices Board, in such eventuality, Spices Board India may after giving notice in writing to the selected agency/bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, Spices Board shall have the right to cancel the contract holding the selected agency/bidder liable for the damages that Spices Board India may sustain in this behalf. Thereafter, Spices Board is to be compensated for good the failure at the risk and cost of the selected agency/bidder.

#### **11.13. Force Majeure**

- a. The agency/bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency/bidder and not involving the agency/bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of Spices Board either in fires, floods, strikes, lock-outs and freight embargoes.
- b. If a Force Majeure situation arises, the agency/bidder shall promptly notify Spices Board India in writing of such conditions and the cause thereof immediately. Unless otherwise directed by Spices Board in writing, the agency/bidder shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. Spices Board India and the agency/bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- d. Notwithstanding the above, the decision of Spices Board India shall be final and binding on the agency/bidder.

#### **11.14. Pricing**

It is absolutely essential for the agency/bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Spices Board India not being satisfied with the Price Discovery in this process, Spices Board India reserves the right to initiate the tendering process again through Limited or Open tender. **The price quoted by the agency/ bidder should be inclusive of all applicable taxes.**

#### **11.15. Information Ownership**

All information processed, stored, or transmitted by agency/bidder belongs to Spices Board India. The agency/bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

#### **11.16. Publicity**

Any publicity by the agency/bidder in which the name of Spices Board India is to be used should be done only with the explicit prior written permission of Spices Board India.

#### **11.17. Compliance with Laws**

- a. Compliance with all applicable laws: The agency/bidder shall undertake to observe, adhere to, abide by, comply with and notify Spices Board about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Spices Board and its employees/officers/staff/personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b. Compliance in obtaining approvals/permissions/licenses: The agency/bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Spices Board and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Spices Board India will give notice of any such claim or demand of liability within reasonable time to the agency/bidder.

#### **11.18. Resolution of Disputes**

- a. All disputes and differences of any kind whatsoever, arising out of or in connection with this tender and/or the Purchase Order/ Contract thereafter or in the discharge of any obligation arising under this tender notice and/or the Purchase Order/Contract shall be resolved amicably.
- b. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this bid, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by the Secretary, Spices Board whose decision shall be final and binding on the parties.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this tender and shall have prior experience as arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.
- d. The venue of the arbitration shall be Ernakulam, Kerala under the exclusive jurisdiction of the courts at Ernakulam only.
- e. The award shall be final and binding on both the parties.
- f. Work under the agreement shall be continued by the agency/bidder during the arbitration proceedings unless otherwise directed in writing by Spices Board. Same as those which are otherwise explicitly provided in the tender, no payment due, or payable by Spices Board, to the agency/bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- g. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this tender, the parties shall be subject to the jurisdiction of courts at Ernakulam, India only.

#### **11.19. Privacy & Confidentiality**

All PR related documents and information supplied by Spices Board India to the agency/bidder are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from Spices Board India

### **11.20. Corrupt and Fraudulent Practices**

- a. As per Central Vigilance Commission (CVC) directives, it is required that agencies/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the decision-making process for award of contract or in contract execution AND
  - "Fraudulent Practice" means a misrepresentation of facts in order to influence the decision-making process or the execution of contract to the detriment of Spices Board India and includes collusive practice among agencies (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive Spices Board India of the benefits of free and open competition.
- b. Spices Board reserves the right to reject a proposal for award if it determines that the agency/bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Spices Board India reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **11.21. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **11.22. Violation of Terms**

Spices Board clarifies that it shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (place of jurisdiction at Ernakulam, Kerala) may deem necessary or appropriate to restrain the agency/bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender. These injunctive remedies are cumulative and are in addition to any other rights

and remedies Spices Board India may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **11.23. Non-Disclosure Information**

The selected agency/bidder shall not, without Spices Board India's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Spices Board in connection therewith, to any person other than a person employed by the agency/bidder in the performance of the work assigned to them. The selected agency/bidder shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with Spices Board India as per the prescribed format provided in Annexure-VI.

#### **11.24. No Commitment to Accept Lowest or Any Offer/Bid**

Spices Board shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Spices Board has the right to re-issue tender/bid. Spices Board reserves the right to make any changes in the terms and conditions of tender notice that will be informed to all agencies. Spices Board will not be obliged to meet and have discussions with any agency/bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Spices Board in this regard shall be final, conclusive and binding upon the agency/bidder.

#### **11.25. Signing of Bid**

The bid shall be signed by a person or persons duly authorized by the agency/bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

#### **11.26. Costs of Preparation & Submission of Bid**

The agency/bidder shall bear all costs for the preparation and submission of the bid. Spices Board India shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

#### **11.27. Confidentiality of Bid Document**

The agency/bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

### **12. DISCLAIMER**

Spices Board is not committed either contractually or in any other way to the bidders whose applications are accepted. The issue of this tender does not commit or otherwise oblige Spices Board to proceed with any part or steps of the process. Subject to any law

to the contrary, and to the maximum extent permitted by law, Spices Board and its employees disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this request for tender document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of Spices Board or any of its officers.

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**Pre-Bid Queries Form**

Clarifications required:

(Clarification/queries to be submitted in word document in the following format)

S.No	Clause No & Page No.	Text as per Tender Notice	Clarifications and Amendments sought

**Format of Authorization Letter**

The Secretary  
Spices Board  
Sugandha Bhavan  
Palarivattom PO  
Kochi, Kerala-682025

Dear Sir,

Subject: Authorization Letter for submitting bid documents for selection of public relations, social media and marketing agency REF: Tender Ref No. \_\_\_\_\_

This has reference to your tender for selection of selection of public relations, social media and marketing agency for a period of one year which may be extended for one more year on satisfactory performance.

Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by Spices Board as called for vide the Board's Notice Inviting Tender vide NIT \_\_\_\_\_ dated \_\_\_\_\_ on behalf of our organization.

Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to represent and attend the bid opening on behalf of our organization.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till tender process is completed. Certified photocopy of Power of Attorney (P/A) of the person authorizing such person is duly submitted. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods

and services offered against this Tender Notice.  
The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name of Authorizing Authority (Certified photocopy of P/A of authorised Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Agency in its bid.

**DECLARATION**

I/We \_\_\_\_\_ (Name) \_\_\_\_\_(designation) of \_\_\_\_\_(Firm) do hereby solemnly affirm and declare that the individual/firm/company is not black listed by any Government Department / Autonomous body / Private Organization. Further, no litigation/ enquiry is pending and / or initiated by any Government Department /Autonomous body / Private Organization or Court of Law.

I/We \_\_\_\_\_ (Name) \_\_\_\_\_(designation) of \_\_\_\_\_(Firm) do hereby solemnly affirm and declare that the individual/firm/company have not defaulted in paying dues to media houses, Banks and Tax authorities, etc.

I / We (Name) ..... (Designation ..... of (Name of the Agency / Firm / Company) ..... have read and understood and hereby accept the terms and conditions of the tender for selection of Public Relations agency for rendering PR and Media services for Spices Board, Ministry of Commerce and Industry, Govt. of India.

(Signature of the authorized representative)

Full Name:

Designation:

Name and Address of the Agency:

Seal:

Place:

Date:

**FINANCIAL BID**

**To**

Spices Board  
Sugandha Bhavan  
P.B No :2277  
Palarivattom P. O.  
Ernakulam 682025

Dear Sir,

I hereby submit the Financial Bid for the Selection of public relations, social media and digital marketing agency and related activities as envisaged in the bid document. I have thoroughly examined and understood all the terms and conditions as contained in the bid document and agree to abide by them.

I hereby offer to fulfil the deliverables as per the scope of work outlined in the bid document as per the rates quoted (inclusive of GST and taxes as applicable) for the project period of one year (12 months), which shall be paid on actual basis.

Yours faithfully,

(Signature of the authorized  
representative)

Full Name:

Designation:

Name and Address of the

Agency:

Seal:

Date:

Place:

**(Note: To be submitted online only in the place given for entering the financial bid.**

**The amount quoted should be the total amount inclusive of all applicable taxes for the complete service period of one year (12 months) and price breakup should be given in the format given in Table 1 and 2 below)**

<b>TABLE 1: Price Breakup for Selection of Public Relations and social media Agency</b>					
<b>SL NO</b>	<b>Deliverables (a)</b>	<b>Coverage (b)</b>	<b>Anticipated No./Quantity per year (c)</b>	<b>Unit Rate (Rs) inclusive of all taxes (d)</b>	<b>Total for one year (Rs) inclusive of all taxes (f)</b>
<b>Public Relations Management</b>					
1	Preparation and dissemination of media releases on Spices Board & Indian spices and ensuring 360-degree coverage (Print /Electronic/ Social media/ other media)	All India Coverage	12 media releases per year at the rate of one media release per month or as and when required	Please quote rate per release	
2	Preparation and dissemination of media releases on Spices Board & Indian spices and ensuring 360-degree promotion (Print /Electronic/ Social media/ other media)	State wise Coverage	12 media releases per year at the rate of one media release per month or as and when required	Please quote rate per release	
3	Monitoring and reporting of news/ reports/ articles, etc. related to Spices Board and Indian spices in print, electronic and social media	Daily	12	Please quote rate per month	
4	<b>All India Coverage</b> Media management of events and programmes organized by Spices Board and organizing media events such as press meets, briefings, open house, interviews, talk shows, etc. As and when required	All India coverage	3	Please quote unit rate per event	
5	<b>State wise coverage</b> Media management of events and programmes organized by Spices Board and organizing media events such as press meets, briefings, open house, interviews, talk shows, etc. As and when required	State wise coverage	10	Please quote media management rate per event	

6	Crisis management and timely information dissemination	National Coverage / Global Coverage	1	(Please quote rate per crisis)	
7	Translation of Press Releases from English to various vernacular languages	NA	12	(Please quote language wise translation charges per press release into any Indian vernacular language)	
8	Identification of various spices related events, facts, scientific developments, success stories, articles of general interest on spices, etc. and developing them into positive media stories.	NA	12	(Please quote rate per programme / story)	
<b>Social Media Management</b>					
9	<b>Management of all social media channels of Spices Board (per month)</b> - Upkeep of social media channels with correct information, monitoring of comments and messages, interacting with fans and followers, amplifying of positive brand content, analysing performance and engagement matrices for all social media platforms & submission of monthly reports	Daily	12	Please quote rate per month	
10	<b>Social Media Content development and post-</b> Concept, developing content and designing social media posts with unique images, GIFs, animations, reels, shorts, videos, etc.	30 posts per month	360	Please quote rate per post	
11	Conceptualising, scripting and development of short videos of up to 60 seconds duration on Indian spices and Spices Board	1 per month	12	Please quote rate per video	
12	Conceptualising, scripting and development of short videos up to five minutes duration on Indian spices and Spices Board	3 per month	36	Please quote rate per video	

13	Conceptualising, scripting and development of animated videos on good agricultural practices, good manufacturing practices, etc.	2 per month	24	Please quote rate per video	
14	Impact assessment of the social media vehicles of Spices Board with details on reach, demographics, content engagement, etc.	Monthly	12	Please quote rate per month	
				<b>Total</b>	

**Table 2: Digital Marketing and Promotional Campaigns**

SI No	Location/ Country	Campaign period	No of creatives/ posts per campaign	Cost for Content Creation+ Campaign Management (in Rs) inclusive of all taxes
1	USA	30 days	30	(Please quote rate per campaign/ location)
2	Germany	30 days	30	
3	UK	30 days	30	
4	France	30 days	30	
5	Netherlands	30 days	30	
6	Canada	30 days	30	
7	Indonesia	30 days	30	
8	Spain	30 days	30	
9	Japan	30 days	30	
10	Russia	30 days	30	
			<b>Total</b>	

<b>Sl No</b>	<b>Particular</b>	<b>Amount (total inclusive of all taxes)</b>
1	Total of Table 1 (Public Relations and Social Media Management)	
2	Total of Table 2 (Digital Marketing and Promotional Campaigns)	
<b>Grand Total</b>		
<b>(Amount in words)</b>		

Note:

1. To be submitted online only in the place given for entering the financial bid.
2. The amount quoted should be the total amount inclusive of all applicable taxes for the complete service period of one year (12 months)
3. The media cost involved in running each campaign may be reimbursed by submitting the proof of payment on actual basis.
4. Total of Table 1 and Table 2 will be considered for financial evaluation and this total amount for one year should be given in GeM as lumpsum amount, inclusive of all applicable taxes

**Letter of Indemnity and Undertaking**

(To be submitted by the successful bidder)

Ref No: \_\_\_\_\_

Date:

The Secretary  
Spices Board India  
Sugandha Bhavan  
Palarivattom, Cochin  
Kerala

Dear Sir,

Subject: \_\_\_\_\_

WHEREAS the Spices Board India a board established under the Ministry of Commerce and Industry has expressed desire to empanel a Public Relations (PR)Agency, subject to our furnishing declarations and indemnity as contained hereafter. NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ hereby declare and certify that we are the rightful owners/ licensees of the said service provided to Spices Board and that the work done/service rendered to Spices Board by us and the use thereof by Spices Board India does not infringe patent, property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless Spices Board India, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the service rendered/work done/ supplied by us to Spices Board and will defend the same at our cost and consequences and will pay or reimburse Spices Board India, its officers, servants, agents and other authorized persons from

all costs and other expenses that they may be put to or incur in that connection.

We, the said \_\_\_\_\_ hereby also agree to indemnify and keep indemnified and harmless Spices Board India, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ hereby also shall agree that we, at our own expense, defend and indemnify Spices Board India against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ shall indemnify, protect and save Spices Board India and hold Spices Board India harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission on our part, our employees, agents, or employees of the partner's in the performance of the services provided in pursuance of this Tender Notice (ii) breach of any of the terms of this Tender Notice or breach of any representation or warranty made by us, (iii) use of the deliverables and or services provided by us, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said \_\_\_\_\_ shall further indemnify SPICES BOARD against any loss or damage to Spices Board's premises or property, data, loss of life, etc., due to the acts of our employees or representatives.

We, the said \_\_\_\_\_ shall further indemnify Spices Board against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on Spices Board India provided however, (i)

Spices Board notifies us in writing in a reasonable time frame on being aware of such claim, (ii) We, the Bidder has sole control of defence and all related settlement negotiations, (iii) Spices Board provides us with the assistance, information and authority reasonably necessary to perform the above, and (iv) Spices Board India does not make any statement or comments or representations about the claim without our prior written consent, except under due process of law or order of the court. It is clarified that we shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Spices Board's (and/or its customers, users and agencies) rights, interest and reputation.

In the event that Spices Board India is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution,

We, the said \_\_\_\_\_, on our own expense, will undertake to defend Spices Board.

Yours faithfully

(Name and Designation) of Authorized Official

**Format for Declaration**

Confidentiality Undertaking / Non- Disclosure Agreement

Ref No: \_\_\_\_\_

The Secretary  
Spices Board  
Sugandha Bhavan  
Palarivattom, Kochi  
Kerala

Dear Sir,

We acknowledge that during the course of bidding for Notice Inviting Tender for Selection of public relations, social media, and digital marketing agency, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase “Confidential Information” shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Spices Board and its business that is provided to us pursuant to this Undertaking. In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the tender and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following: -
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and

•To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4.We shall not disclose or divulge any of the Confidential Information to any other client of \_\_\_\_\_ (name of the agency/service provider/implementation partner)

5.This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6.This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala.

Yours Sincerely,

Signature and Stamp

Authorised Signatory

Designation:

Date:

## TECHNICAL BID SUBMISSION FORM

		Details
1	Name	
2	Year of Establishment	
3	Place of Incorporation	
4	Address of Registered Office	
5	Address of Offices in Kerala and Other State (Please full address with details of contact person at each location)	
6	Details of Branches/Associates Outside Kerala (if any):	
7	Company Profile: (Include profiles of team members/ full time employees)	
8	Legal Status of Bidder: (proprietor/partnership/private ltd/public ltd)	
9	GST Registration (enclose copy):	
10	PAN No (enclose copy):	
11	Contact Details of CEO/Head of the Agency: (Name, address, phone, email, mobile)	
12	Work Experience (Provide details of Government /Ministries/PSUs clients)	
13	Domain Experience: (Provide details of experience in handling clients in food industry)	
14	Turnover: (Attach supporting documents)	

SIGNATURE &amp; NAME (along with seal)