

P-24035/2/2022-IPR-IV
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry & Internal
Trade
Udyog Bhawan, New Delhi – 110 011

Empanelment of Audio-Visual Agency

REQUEST FOR PROPOSAL

16 September, 2022

**REQUEST FOR PROPOSAL FOR EMPANELMENT (RFP) OF AUDIO-VISUAL
AGENCY FOR GEOGRAPHICAL INDICATIONS (GIs) CAMPAIGN**

Department for Promotion of Industry and Internal Trade (DPIIT) formulates National IPR policy and undertakes Intellectual Property Promotion activities. The Department has been taking various initiatives and steps under its IPR Policy management scheme (IPRPM) for promotion of GI products, which are distinguished on account of their uniqueness, reputation, and link to the concerned geographical area, with a focus to improve the livelihood of the artisans and producers.

In this regard, DPIIT invites RFP from reputed Audio-Visual Agencies (hereafter referred to as Agencies) for empanelment as Audio-Visual Agency for GI Promotion campaign under the following Category:-

Category	Nature of work
Audio Visual	Production of Films, Documentaries, Sponsored AV programs, AV spots, production of short videos etc.

1. Details on the services to be provided are mentioned in the Scope of work in this document.

2. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: (<https://gem.gov.in>); <https://dpiit.gov.in/>, <http://cipam.gov.in/>.

3. Interested applicants are requested to submit their responses to the “RFP” on GeM portal (<https://gem.gov.in>) on or before 07.10.2022.

4. The submissions must be addressed to:

**Deputy Secretary Sachin Dhania, CIPAM, Project Room-F,
Department for Promotion of Industry & Internal Trade (DPIIT),
Ministry of Commerce & Industry,
Udyog Bhawan, Rafi Ahmed Kidwai Marg, New Delhi-110011**

5. Applicants eligible as per qualifying conditions will be short listed based on the information provided by them. The shortlisted agencies will be invited to make a presentation to the Evaluation Committee. The notice for shortlisting of agencies for technical presentation will be intimated individually and will be uploaded on the website www.dpiit.gov.in and/or www.cipam.gov.in.

6. The Proposal must be in one sealed envelope marked as “Application for the Empanelment of Agencies for Promotion of Geographical Indications”, specifying the category for which the application is submitted (viz; “Audio Visual Agency”) containing the ‘Eligibility documents’ and ‘Technical bid’ in two separate envelopes. The sealed envelopes should be put in one main cover (envelope). The name and contact details of the firm should be on all the envelopes.

7. The agency will be selected as per the evaluation mechanism of this RFP.
8. The sealed envelope should reach by **07.10.2022** addressed to
CIPAM, Project Room-F,
Department for Promotion of Industry & Internal Trade (DPIIT),
Ministry of Commerce & Industry,
Udyog Bhawan, Rafi Ahmed Kidwai Marg, New Delhi-110011
9. Firms may contact AVP, CIPAM, DPIIT, Postal Address- CIPAM, Project Room-F, Department for Promotion of Industry & Internal Trade (DPIIT), Ministry of Commerce & Industry, Udyog Bhawan, Rafi Ahmed Kidwai Marg, New Delhi-110011, for any clarification on the RFP before 23.09.2022 by post or email at cipam-dipp@gov.in
10. The DPIIT will endeavour to respond to the queries prior to the Proposal Due Date. The DPIIT will post the reply to all such queries on its official website and/or on the GEM portal.
11. At any time before the submission of Proposals, the DPIIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. Only the amendments/ corrigenda posted on the DPIIT's Official Website shall be valid. In order to afford the Applicants a reasonable time for taking an amendment into account, the DPIIT may at its discretion extend the Proposal Due Date.
12. Date of Pre-Bid Meeting is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform DPIIT beforehand in writing through email. The maximum no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.
13. DPIIT reserves the right to reject any or all of the responses to this RFP without assigning any reason. DPIIT takes no responsibility for delay, loss or non-receipt of response to RFP.

On the basis of scores given by the committee, it is envisaged to engage firms for the services as per scope of work listed under "2.4 - 2.6" of this RFP.

Important dates:

Activity	Date
Date of Publication of RFP	16 September, 2022
Last date for receipt of queries	23 September, 2022
Pre-bid meeting	27 September, 2022
Response to queries/ corrigendum	30 September, 2022
Last Date for receipt of Proposals	07 October, 2022

DISCLAIMER

1. This RFP document is neither an agreement nor an offer by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (hereinafter referred to as DPIIT) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DPIIT does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DPIIT to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DPIIT in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DPIIT will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DPIIT or their employees, any Consulting Agency or otherwise arising in any way from the empanelment process for the Assignment. DPIIT will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. DPIIT will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DPIIT is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and DPIIT reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DPIIT also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. DPIIT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DPIIT reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of DPIIT and/or GeM portal (<https://gem.gov.in>)

SECTION I: BACKGROUND

A Geographical Indication (GI) is an indication that identifies a good as originating from a particular place, where a given quality, reputation, or other characteristics of the good are essentially attributable to its geographical origin. There are more than 400 GI products registered in India. Considering the enormous commercial potential of GI, it is important to focus on marketing, branding, publicity campaign and cataloguing of GI products. This can be achieved by use of e-business tools, communication technology and development of web portals for GI promotion from different geographical locations to promote, expand and protect these GIs at a national and international level. This would further increase employment avenues for the producers and boost the economy's GDP.

Department for Promotion of Industry and Internal Trade (DPIIT) has formulated National IPR policy and undertakes Intellectual Property Promotion activities under IPR Policy Management scheme. The Department has been carrying out number of activities for promotion of Geographical Indications in the country, promoting GI and capacity building. Accordingly, DPIIT intends to empanel one or more Audio-Visual agencies to carry out various multi-media campaigns, production of advertising & promotional materials on a regular ongoing basis. The agency will also support the Department in scaling up the GI Campaign through manifold interventions, considered important for building a strong GI ecosystem.

SECTION II: CAMPAIGN REQUIREMENT

2.1 Purpose

Effective communication is the key to the successful design and delivery of Government projects and services. It plays an important role in helping all stakeholders understand their roles and responsibilities in project life cycle. Historically, it is found that many of the good programs of the Government did not produce the desired impact on account of very low acceptance by citizen, lack of consistency in communicating the right message and unplanned use of media channels.

Awareness and Communication (A&C) programs help to ensure that relevant information reaches the right person at the right time, attracts attention of the users, create awareness about issues and finally influences the behaviour of all concerned in the desired direction. An effective awareness and communication program results in changes in the attitude and habits of the people.

Education is an important tool of communication to create mass awareness on publicity of Indian GI products. In order to bring attitudinal changes towards Indian GI products, different campaign and publicity schemes are needed to target end users. Apart from the above, children and youth that comprise more than 65% of India's population and are the future of the country, are being targeted in order to inculcate the habit of using/consuming Indian GI products in them at a tender age. Today's young Indians, both employed and students are well informed and take very conscious decision while buying and using products. Lack of promotion and publicity of Indian GI products have led to minimum awareness and interest within the young generation thus translating into very limited usage of GI products. Program needs to highlight superior quality, symbol of Indian heritage, and eco friendliness of Indian GI products in all communications.

Geographical Indications Promotion involves participation of a large number of

stakeholders; therefore, it must have a comprehensive Awareness and Communication program. The A&C program envisages delivering the message to all stakeholders.

Since the National IPR Policy, 2016, the DPIIT has made numerous efforts for spreading the awareness about IPRs through its key activities, programs and projects. However, for benefits of right holders who are majorly local artisans and craftsmen's, and indigenous people creation of a well-planned and detailed multi-media communication strategy is required along with a thorough execution on pan-India basis. It is therefore imperative that consistent messages are conveyed across all communication media.

The primary objective of these campaigns is to develop a premium brand around Indian GI products, promoting them as niche products having their reputation linked with the geographic region to which they belonged. Campaign needs to portray the uniqueness and strengths of these GI products, including highlighting the intrinsic craftsmanship and extraordinary skills.

Branding "GIs of India", as they represent our rich collective intellectual heritage with reputation intrinsically linked with a long tradition of excellence in producing and making unique high-quality products with extraordinary skills and craftsmanship, unparalleled in the world. These products are symbolic to the Indian culture, tradition and civilization.

Aim of the program is to develop:

- a premium brand for the Indian GI Products;
- Leverage on the contemporary and traditional designs;
- Assure quality and reap the benefit of reputation of the Indian GI products;
- Providing an assurance to the customers on the exclusiveness/uniqueness of the GI products and protecting them from counterfeits;
- Producing a socially and environmentally compliant product as demanded by the modern consumers

To carry out the tasks of planning and executing multi-media campaigns as well as managing events of the DPIIT whenever need arises, services of advertising & creative agencies are sought from experienced firms as per the detailed scope of work defined in the para **2.4 – 2.6 below**.

2.2 Target Audience /Stakeholders

The target audience for the promotional and awareness activities for GI undertaken through this engagement would primarily fall under the following segments:

- GI product producers, manufacturers, artisans, weavers, craftspeople and farmers
- General Public of India and Abroad
- Financial institution providing services/financial aids to businesses/ GI Registered proprietors and authorized Users
- Government Departments both at Centre & State
- Academic Institutions
- Industry Bodies

The Agency would be required to design the campaign ideas keeping in view the target audience; it may also be required to design campaigns specifically for a select segment of target audience.

2.3 Objectives

- 1) Effectively create and deliver the message of Geographical Indications Promotion to all stakeholders.
- 2) Expand visibility of Geographical Indications by way of effective branding across various platforms with special focus on new media and public interface touch points.
- 3) To create the messages across various communication platform and to establish credibility of message by ensuring a value proposition in terms of demonstration of service delivery to citizens.
- 4) Sustained connection with people by identifying and engaging serious stakeholders at various level through ICT platform and increasing the demand for GIs.
- 5) Strengthening the association between local stakeholders and the various players throughout the supply chain.

2.4 Scope of Work for agencies

(Broad list of activities to be undertaken during the empanelment period): To achieve the above objectives, a Media & Communications strategy is necessary to create awareness, disseminate information, promotion of GIs & publicity, various promotional activities and other components to all stakeholders. In order to formulate a Media & Communications strategy and to implement a 360⁰ Media Campaign activity as well as execution of events at national/international level, services of agencies are required. This involves tasks mentioned under but not limited to these only.

2.4.1 The agencies will focus on implementing a national level communication strategy to ensure the specified target audience understands GIs, or any other creative tasks assigned by DPIIT from time to time. The scope of work is a brief list of activities to be undertaken by the empanelled agencies depending on requirement of DPIIT and events pertaining to promotion of GIs.

2.4.2 Understand the Objectives of the Geographical Indications Promotion clearly and build communications around various platforms; how to use them effectively to communicate in a creative manner to establish credibility of the message as per objectives.

2.5 Category: Audio Visuals

2.5.1 Conceptualization & production of Viral videos, short films, interviews, testimonial videos, Documentaries, Success stories and other such AVs for the publicity of programs, policies, schemes and other initiatives of the DPIIT.

2.5.2 Theme based animated films

2.5.3 Flash/Graphical presentation

2.5.4 Structure, presentation and scripting of films/AVs, Outdoor shoots, Identification of characters/actors, editing, VO, dubbing, adaptations. The theme/topic will be provided by DPIIT.

SECTION III: ELIGIBILITY CRITERIA

3.1 General Eligibility

The RFP can be responded to only by registered business entities with at least Five years in business and have their registered/Head office/branch office in Delhi/NCR. **No consortia/joint ventures shall be allowed to apply for empanelment.**

The business entity must be incorporated under any of the following Acts - The Partnership Act, 1932 or Sole Proprietorship Firm or the Limited Liability Partnership Act 2008 or the Companies Act 1956. Along with the General Eligibility criteria, prescribed herein, the agency has to satisfy the following qualification criteria for empanelment.

The Startups may be given exemption as per the existing provisions applicable in this regard related to turnover, experience and EMD.

3.2 Qualification Criteria*

3.2.1 Category: Audio Visual Agency

Sl	Criteria	Minimum requirement
1	Certificate of Registration	Agency should have incorporation of at least 5 years . The producer/ firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & GST registration. The firm/agency empanelled/provisionally empanelled with DAVP/BOC may be preferred. The firm should possess and furnish proof of certificate of registration/incorporation. It should also provide the PAN & GST registration.
2	Financial Turnover– Annual turnover	Rs. 01 crore each and above for last three consecutive financial years. (Audited financial statements starting from FY 2019-20 verified by Chartered Accountant indicating his/her membership no. on his seal) OR Copy of balance sheet with Certificate from Statutory Auditor/Company Secretary citing the revenue/ turnover from equivalent business for each financial year.

3	<p>Main office location Registered/Headoffice/Branch office</p>	<p>Fully operational branch/head office in Delhi/NCR.</p> <p>Preference will be given to agencies having All India/ Regional presence at least in 4 states.</p> <p>Submit support document (Address proof/Electricity bill etc).</p> <p>AND Declaration on the letterhead</p>
4	<p>Professional Experience</p>	<p>Have produced at least 5 documentary films /Corporate films/ Viral Videos/ Web series/ Animated films of min 2- 5 mins AND 5 TVCs of 30-60 sec duration in the last three years for Government/DAVP or Corporate. Submit show reels of his/her production work undertaken in lastthree years along with Work order/Completion certificate.</p> <p>Submit proof documents: Copy of Work Order AND, Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor</p>
5	<p>Manpower Strength (Team Composition)</p>	<p>Should have adequate personnel including director, Cinematographer, Script Writer & Music Director to handle multi-lingual, multi-media campaign.</p> <p>Supporting document such as Salary Slip, PF list of employees etc. to be submitted.</p> <p>OR</p> <p>Self-declaration by the Head of the Organization or by the Authorized Signatory on letterhead of the organization indicating payroll personnel (excluding support & admin staff).</p>
6	<p>Should not be blacklisted/debarred/suspended/ banned by any Ministry/Department of State or Central Government/PSU on the last date of filing of responses to this RFP</p>	<p>A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.</p>

3.3 Other Information

3.5.3 The agencies may be required to interact with other line Ministries/Departments of Central/state government as and when required.

3.5.4 The client servicing team of the agency must be available to DPIIT office, New Delhi as and when required by DPIIT.

3.4 Earnest Money Deposit

The applicant is required to submit EMD in the form of Demand Draft (DD) in favour of DPIIT payable at New Delhi of amount as per below category:-

Agency Category	Amount
Audio Visual	Rs.50,000/-

EMD will be kept in envelope with the cover letter. Application without EMD will be rejected. In case of renewal of empanelment the same amount of EMD will be used for next year empanelment. The EMD shall be refundable to unsuccessful bidders. After the empanelment of agencies the EMD of successful agencies will be converted as Security Deposit.

3.5 Instructions to Applicants

3.5.1 List of documents to be submitted as part of response to RFP

- 1 Covering letter on agency's letter head (with seal & signature of authorized signatory)
- 2 Documents and other details for purpose of technical evaluation (HDD/Pendrive for the purpose of AV materials)
- 3 Declaration in the format given in **Annexure I**
- 4 Details of Qualification Criteria as given in **Annexure II**
- 5 Checklist in the format given at **Annexure III**
- 6 EMD of specific amount as per category mentioned in para 3.4
- 7 Any other supporting information that is relevant to proposal.

All documents must be properly marked, sealed & signed by authorized signatory. The response to RFP should be submitted in one hard copy (signed on every page) and one soft copy on a Pen drive & on email. In case of any discrepancy, the signed hard copy version will prevail.

3.6 Disqualification

DPIIT may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- i. Submitted the application after the response deadline;
- ii. Does not participate in five consecutive bids after circulation of Scope of Work. The agency may be suspended for participation.
- iii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- iv. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

- v. Submitted an application that is not accompanied by required documentation or is non-responsive;
- vi. Failed to provide clarifications related thereto, when sought;
- vii. Submitted more than one application on its own;
- viii. Was declared blacklisted by the Government of India/State/UT Government;
- ix. Is in litigation with Government of India;

3.7 Pre-Bid Meeting

3.7.1 Pre-Bid Meeting of the Applicants will be convened online/off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

3.7.2 During Pre-Bid Meeting, the Applicants will be free to seek clarifications (posted on the website) and make suggestions for consideration of the DPIIT. The DPIIT will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive empanelment process.

3.8 Important Dates:

S No.	Activity	Date
1	Date of Publication of RFP	16 September, 2022
2	Last date for receipt of queries	23 September, 2022
3	Pre-bid meeting	27 September, 2022
4	Response to queries/ corrigendum	30 September, 2022
5	Last Date for receipt of Proposals	07 October, 2022

***Other important dates will be announced accordingly on DPIIT/CIPAM website.**

SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel agencies, the DPIIT will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny. During evaluation of proposals, DPIIT, may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below-

4.1 Evaluation process:

Scrutiny of eligibility criteria mentioned in 3.2 for responsiveness to the RFP will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled and all relevant papers submitted and whether the response to RFP is generally in order. The Evaluation Committee can seek additional information from the applicants, if needed. The response to the RFP not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

4.1.1 The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.

4.1.2 Technical Evaluation: The technical evaluation will be done on the basis of following criteria as per document submitted and technical presentation. The agency is expected to submit the following (as given in table below, both hard and soft copies). Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

4.1.3 The qualifying score will be 70 marks out of 100. Firms who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment as explained under 4.2.

4.1.4 DPIIT reserves the rights to empanel one or more agencies in the mentioned category for one year initially which may be extended further for two years on yearly basis based on performance.

4.1.5 Category: Audio Visual Agency

Sl	Type	Marks
1	Six best Film samples (Corporate/ Web-Series/Documentaries/ Corporate) with attached original briefs to compare execution against concept in the last three years. (max -5 marks for each film)	30
2	Audio Visual concept & Approach Paper- for GIs based on the understanding of objectives of the scheme. The approach paper must be a concept that articulates and outlines how the agency proposes to present GIs	20

	promotion initiatives in the form of Audio-visual film/documentary. This must be in written form/bullet form or story board format including sample audio/voice). The document must visualize the film and its flow along with a proposed treatment note.	
3	Five best TV Commercials made for Corporate/Government/NGO. (Max- 4 marks for each)	20
4	Awards won by the creative team/Producers of national/international repute such as Cannes Lions, Advertising Association of India (AAAI), American Advertising Federation, ABBY awards or equivalent. Have to produce documentary evidence. (1 marks for each award)	10
5	Capability of Multi-lingual Films/AVs produced(including dubbing/ re-production)- <ul style="list-style-type: none"> - Bi-lingual – 1 marks for each AV - 5-6 languages – 1.5 marks for each AV - More than 12 language – 2 marks for each AV 	20
	Total	100

* For information on various GIs, please visit www.ipindia.nic.in

4.2 Empanelment

4.2.1 Agencies shortlisted for empanelment will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by DPIIT (as given under Annexure IV). After signing of the RFP document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties. **Mere empanelment with DPIIT does not guarantee allocation of work.**

4.2.2 No AV agency/producer will be eligible to have empanelment in more than one name (either in his/her own name or in the name of his/her close relative (spouse, dependent children/parents/brothers/sisters and other dependents).

4.3 Allocation of Work

4.3.1 The empanelment shall be initially for one year from the date of accepting the terms and conditions by the empanelled agencies. DPIIT reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. DPIIT shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason

4.3.2 The DPIIT will give a brief (Scope of work) to the agencies and invite Concept note/creatives /Script from the empanelled agencies for specific assignments. DPIIT reserves the right to award the work to any of the empanelled agencies, based on the merit

of their credentials (Ideas, Creatives, execution plan etc) and financial quote for a particular task. The allocation of work will be based on QCBS (Quality Cost Based Selection) or L1 (Lowest bid) whichever is appropriate, where in empanelled agencies will be called for Technical/Creative presentation and financial bid. The Evaluation Committee will be the final authority for selection of work.

4.3.3 When DPIIT chooses to get a particular creative released in newspapers, making of IEC material etc, costs for designing the creative will be paid as per DAVP rate. The cost of image purchase will be provided on actual.

4.3.4 All advertising releases will be carried out by DPIIT directly through DAVP or NFDC or its empanelled agencies at DAVP/NFDC rate.

4.3.5 DPIIT may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work.

4.3.6 For designs not involving much creative output listed under such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis.

4.3.7 All AV materials shall be delivered as a HD mixed Master (Digital file format) HD unmixed Master [Clean non texted versions of the film including Supers or Names and Designations, Graphics, Maps, Titles (including opening title sequence) should be placed after the end of the program. One HDD copy of the master with all versions. Footage to be delivered on an HDD having USB 2.0/Fire Wire Port/ Hard drive properly labelled for easy understanding.

4.3.8 All aspects of the production i.e., Camera, Sound, Light, Grip Equipment Transportation & Logistics, Creative and Technical personnel, Director; Post-production-editing, Music, Voice Over, Graphics, Translation, Dubbing and Mastering or any other arrangements to be made in order to deliver a final film as per the prescribed. All footage captured will belong to DPIIT. In the event of any stock footage or music, agency must use lawful licensed stock and the license must be provided to the DPIIT by the agency.

4.3.9 The agency shall ensure that all advertisements in English and all other Indian languages after approval from the client are free from any error or translation mistake.

4.3.10 In case, the DPIIT does not find the creative of the agency up to its satisfaction, DPIIT may ask the agency to make changes (including shoot) upto five times/ or till satisfaction. Even after providing reasonable opportunity, if agency fails to perform, then DPIIT reserves its right to get it done from any other agency/agencies for which the agency will have no obligation and not raise any dispute in this context, at any point of time.

4.3.11 DPIIT will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

4.3.12 In case, when the time period is too short to get the design prepared from all the

empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which DPIIT deems fit to meet the deadline.

SECTION V: GENERAL CONDITIONS

5.1 Penalties

5.1.1 In case of delay in execution of the assigned work by the agency, DPIIT may impose a penalty of 0.5% of the project value per day or part thereof of delay (subject to maximum of 10%). may be imposed by DPIIT. If the delay is beyond stipulated time then DPIIT may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. DPIIT may debar and blacklist the Agencies for applying in its future empanelment also.

5.1.2 If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with DPIIT), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non- engagement of adequate resources in the prescribed time frame), of the Agencies and DPIIT decides to abort the contract because of such failure, then a sum up to 20% of the value of the contract shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with DPIIT.

5.2 Performance Bank Guarantee (PBG)

For any work allocated to an agency post empanelment, the agency shall at its own expense deposit with DPIIT, within a week of the date of work order shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank marked to DPIIT, New Delhi for any assigned **work @ 3%** of the total work order value. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid for a period of 60 days beyond the date of all contractual obligations are successfully completed. DPIIT may ask the agency to extend the validity depending on the period of such project/assignment.

SECTION VI: GENERAL TERMS AND CONDITIONS OF AGREEMENT

The following terms and conditions are of a general nature and are given here only for the information of the applicant.

1.1 Nativity

The organization must be incorporated in India as per details given under 3.1.

1.2 Relationship

a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "DPIIT" and the "applicant". No partnership shall be constituted between DPIIT and the applicant by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

1.3 Right to rejection and Right to annulment

DPIIT reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

1.4 No obligation

Empanelment with DPIIT does not guarantee that any or all applicants shall be awarded any project / assignment as a result of this empanelment.

1.5 Fraud and Corruption

DPIIT requires that the applicants engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

DPIIT will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by DPIIT to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of DPIIT or any personnel during the tenure of empanelment.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to DPIIT, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive DPIIT of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on, or

change in the Scope of Work which was agreed to.

- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the DPIIT, designed to establish prices at artificial, non-competitive levels;

DPIIT will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

1.6 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

1.7 Change Orders

DPIIT may at any time before completion of work under project awarded to empanelled Agency, change the work content as mentioned in the work order for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the service in the increased/decreased quantity at the same work order rates within the stipulated time for providing services to DPIIT.

1.8 Governing Language

All documents relating to agreement shall be written in English Language.

1.9 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

1.10 Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi only.

1.11 Frequency of Empanelment

DPIIT shall empanel agencies for one year. The empanelment duration may be extended by two years (one year at a time) based on performance and at the sole discretion of DPIIT on same terms & conditions.

1.12 Advertising and Promotion

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by DPIIT from time to time.

1.13 Indemnity

The applicants will indemnify DPIIT against any misuse of DPIIT Name, Brand Name and GI logo. For any misuse of DPIIT name and logo, the applicant themselves will be held

responsible. DPIIT will take necessary legal and other actions for such cases. DPIIT will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

1.14 Termination / Withdrawal

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. DPIIT reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - i. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
 - ii. Information provided to DPIIT is found to be incorrect;
 - iii. Empanelment conditions are not met within the specified time period;
 - iv. Misleading claims about the empanelment status are made;
 - v. Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- c. If the agency does not execute the contract to the satisfaction of the DPIIT then the DPIIT may invoke any or all of the following clauses.
 - i. Forfeit the Performance Guarantee Amount
 - ii. Terminate the contract without any liability of DPIIT towards the empanelled agency.

1.15 Only one application

An applicant may only submit one proposal on its own. If an applicant submits more than one proposal on its own, both proposals shall be disqualified.

1.16 Amendment

At any time prior to deadline for submission of applications, DPIIT may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all applicants.

1.17 Disclaimer

(i) This RFP is not an offer by the DPIIT, but an invitation to receive responses from eligible interested applicants as creative advertising agencies/ AV agencies for the DPIIT. The DPIIT will empanel limited applicants who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by DPIIT is not provided by applicant, DPIIT may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

1.18 Binding Clause

All decisions taken by the DPIIT regarding this contract shall be final and binding on all concerned parties.

1.19 Agency's Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

1.20 Agency's Obligations

- a. The Agency is obliged to work closely with the DPIIT's staff, act within its own authority and abide by directives issued by the DPIIT.
- b. The Agency will abide by the job safety measures prevalent in India and will free the DPIIT from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the DPIIT responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
- d. The Agency will treat as confidential all data and information about the DPIIT, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the DPIIT.

SECTION VII: SPECIFIC TERMS AND CONDITIONS

7.1 DPIIT will have right to drop any agency without assigning any reason whatsoever. DPIIT also reserves the right to modify the term and conditions for empanelment.

7.2 The advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to DPIIT's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

7.3 The agency (personnel) should be able to execute order at short notices and even on holidays.

7.4 Agency should have resources with proficiency and proof-reading facilities in all Scheduled Indian Languages.

7.5 Selection of artwork will be entirely on DPIIT's discretion.

7.6 Artwork/ Commercial once selected will be the property of DPIIT and it can be repeatedly used in different media like print, outdoor, electronic etc., without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. Agency has to provide original soft copy of open file to DPIIT. The agency cannot use the concept, artwork for other clients once DPIIT selects it.

7.7 DPIIT reserves the right to make necessary modification to the selected artwork, concept, etc.

7.8 DPIIT reserves the right for rejection of any/all applications without assigning any reason whatsoever. All decisions taken by DPIIT would be final and no further representation in this regard will be entertained.

7.9 DPIIT also reserves the right to employ any agency outside of the list of empanelled agencies.

7.10 Payment Term:

- i. For facilitating electronic transfer for funds, the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
- ii. The Agency will submit pre-receipted invoices in triplicate, complete in all respects.
- iii. No advance payment will be made in any circumstances. However, in exceptional circumstances, if any, an advance payment may be made subject to the approval by the competent authority.
- iv. The final payment shall be released only after completion of the required work detailed in the RFP Document and accepted by DPIIT.
- v. Currency: The price is payable in local currency i.e. Indian Rupees.

ANNEXURE I: DECLARATION (ON THE RESPONDENT'S LETTER HEAD)

DECLARATION

- i. I, _____(Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from empanelment.
- ii. I permit DPIIT to inspect my records to ascertain the above facts.
- iii. I permit DPIIT to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by DPIIT, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of DPIIT regarding empanelment.
- vi. I as an authorized representative of company, declare that presently our Company/ firm is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.
- vii. I have read & understood the RFP and agree to all the terms & conditions stated therein.

SIGNATURE

Full name and designation:

Date:

(Seal of organisation)

ANNEXURE II: Qualification Criteria (Documents to be submitted REF clause 3.2)

Sl. No.	Item	Provide Details
1	Name of the Organization	
2	Certificate of registration: Partnership firm/Public Limited Company/Pvt. Limited Company/Limited Liability Partnership/Proprietorship/Others (Please specify and attach Proof)	
3	Date & year of Establishment	
4.(a)	Turnover of the Company (Audited) – For Creative/Advertising agencies F.Y. 2019-2020 F.Y. 2020-2021 F.Y. 2021-2022	
4.(b)	Turnover- Rs. 01 Crore (For AV Agencies) F.Y. 2019-2020 F.Y. 2020-2021 F.Y. 2021-2022	
5	PAN Number	
6	GST Number	
7	Office Address (Delhi/NCR)	
8	Experience (Past Work) as per Annexure II	
9	Number of Permanent Employees -25 On-roll employees for Creative/Advertising agencies (Provide list of Permanent Employees with name, PF/ESI/TPA No.	
10	CVs of Key Personnel	
11	Any other information about the organization such as Empanelment of Ministry/Department/ Recognition Certificates etc.	
12	Submit the declaration duly signed by authorized signatory as per Annexure-I	

ANNEXURE II: (Audio Visual Agency)

1. Six AVs samples made in the past 3 years

S No.	Name of the Programme	Channels (broadcast)	Time of telecast	TRPs (if known)	Work order/Completion certificate (Showreels in HDD/pen drive)
1					
2					
3					
4					
5					
6					

Signature.....

Certified By, in the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Date.....

Place.....

ANNEXURE III: CHECKLIST FOR SUBMISSION OF TECHNICAL BIDS (AUDIO VISUAL AGENCY)

Description	Detail	Y/N
Bid Documents	AV samples (Documentaries/ Sponsored video programmes)- Documentary proof and original show-reels	
	Audio Visual concept & Approach Paper- for GIs based on the understanding of objectives, achievement so far	
	Five best TV Commercials made for Corporate/Government/NGO.	
	Awards won by the creative team/Producers of national/international repute. Submit documentary evidence	
	Capability of Multi-lingual Films/AVs produced (including dubbing/ re-production HDD of AVs)	

Note: All documents including annexure must be properly marked and sealed. The response to RFP should be submitted in one hard copy (signed on every page) and one soft copy on a Pen-drive. In case of any discrepancy, the signed hard copy version will prevail.

Signature.....

Certified By, in the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Date.....

Place.....